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The Solicitors' Journal.

LONDON, DECEMBER 21, 1872.

THE DECISION of Vice-Chancellor Wickens in *Lord Aylesford's* case has evoked a storm of disapprobation from the weekly press. The *Saturday Review*, the *Economist*, and the *Spectator* are especially loud in their complaints of what they suppose to be the ratio decidendi and its inevitable sequences. The case, as we explained last week, involved no novelty either of fact or doctrine; every year's newspaper reports have furnished other cases precisely on all fours with it, which, however, were either passed over in silence by the press, or dismissed with a few complacent apostrophes of monition to spendthrifts and usurers. Chance or some dearth of other *pabulum* directed the attention of our contemporaries to the decision just mentioned, and with one consent they begin to find fault. Some of them appear to deduce from the decision an inference that the Court of Chancery holds itself ready to set aside every improvident bargain. The *Spectator* asks—Is a man liable for his contracts, at twenty years, four months and four days, and not liable at twenty years, four months and three days, and what is the limit?

Now, the fact is, that the Court of Chancery does not set aside contracts of the "sixty per cent." class merely because they are bad and ruinous bargains for the borrower. It is true that a Vice-Chancellor, who recently retired from the bench, might, perhaps, have done so, since he certainly entertained peculiar views on the subject; but in this matter he was in a minority of one, in opposition to the other equity judges. Of the general doctrine there is no manner of doubt. A man of full age, who is foolish enough to enter into a usurious contract, will not be helped out of the pit by a court of equity. He may have been brought by his extravagance to dire straits, and the lender may have taken advantage of his extremity, but on the principles laid down by Vice-Chancellor Wood in *Tynte v. Beavan* (13 W. R. 172, 2 H. & M. 295), and Lord Chelmsford in *Webster v. Cooke* (15 W. R. 1001), the Court would not interfere. It is of the essence of the remedial jurisdiction of the Court of Chancery, not to be tied down to rigid lines of demarcation, and "hard and fast" criteria. At common law a contract, which is voidable if made at twenty years and eleven months of age, is irrevocable if the party were but a day beyond the age of twenty-one. The Court of Chancery, on the other hand, does not hold itself bound to recognise such hard and fast lines, and, seeing no magic in the precise age of twenty years and twelve months, will relieve a man who has been betrayed into an oppressive contract just after attaining his majority, though a year or two later he must contract (if he contracts at all) on the same footing as other people. Equity judges have often pointed out that if they were to attempt definitions of "fraud," or "pressure," or "undue influence," the attempts, if successful, would only systematise the trade of dishonesty by pointing out the limits of impunity, and precisely the same consideration applies to the limit so naively asked for by the *Spectator*.

THE CASE of *Laughton v. The Bishop of Sodor and Man*, decided on Saturday last in the Privy Council extends to a very considerable degree the doctrine of "privilege" in actions for defamation. Mr. Laughton, it seems, in the course of a speech delivered by him as an advocate, before the House of Keys, upon a bill for the division of a parish in the island, had inveighed strongly against the conduct of the bishop of the diocese. The bishop replied to Mr. Laughton in a very strongly worded address to the clergy in convocation assembled, which he subsequently published in the *Manx Sun* newspaper. The expressions of the bishop, it would appear, were *prima facie* defamatory, but the question was whether the publication of them first to the clergy, and afterwards to the public in the newspaper, was protected.

Now the rule as to privileged communications is distinctly laid down in *Harrison v. Bush*, 5 E. & B. 349, 3 W. R. 474. In that case Lord Campbell says that "a communication made *bona fide* upon any subject matter in which the party communicating has an interest or in reference to which he has a duty, is privileged if made to a person having a corresponding interest or duty, although it contain crimimatory matter which, without this privilege, would be actionable or slanderous." This is an admirably expressed rule, but the difficulty lies in its application. "Interest" and "duty" are wide words: and we feel the truth of an observation by Byles, J., in *Whitely v. Adams*, 12 W. R. 153, that "the more one looks into it, the more difficult is it to express what moral and social duties are." Some one has said that "the most mischievous man in creation is a wrong-headed conscientious man." Are the observations of such a person to be protected, when they are libellous? This answer must be in the affirmative if they are delivered in the discharge of a "moral or social duty" to persons who have an interest in listening to them. Much more must they deserve protection if used *bona fide* by a bishop whom no one has ever accused of being wrong-headed, in self-justification against an able adversary.

Assuming therefore, for a moment, against the Bishop of Sodor and Man, that he did use defamatory language, we think it clear that he was justified in his conduct so far as his address to his clergy was concerned. He had, as regards them, both an interest and duty in explaining and defending himself, and provided he used no extravagant language, he comes exactly within the rule laid down in *Harrison v. Bush*. But the publication of his vindication in the *Manx Sun* was certainly a strong step. If it could have been a matter of certainty that the paper would only be seen by the laity of the diocese then the rule of privilege ought, no doubt, to have prevailed. But the *Manx Sun* circulates elsewhere than in the Isle of Man, and its contents may be, and often are, read with interest by people who have nothing to do with the island. With great respect to the Judicial Committee, we fail to see how the bishop's conduct in publishing his charge can properly claim protection. Suppose he had printed the defamatory matter in a pamphlet which any one could buy, surely he would not be protected. Why should he be in a better position because he has chosen a local newspaper as the medium of publicity? The truth is that the Committee assumed, as a fact, that the *Manx Sun* shines only for Manx men: an assumption to which we demur, and which would certainly lead to most questionable results, if applied to the provincial press generally.

THE CORRUPT PRACTICES (Municipal Elections) Act of last Session gave power to the judges on the rota for the trial of Parliamentary election petitions to name barristers of fifteen years' standing to try the municipal election petitions, and also gave them power to make rules for carrying out the Act. About a month ago they published a set of rules, and have since made some supplementary rules, which we print this week.

It seems that the election judges, when they set to work to make their rules, only had before them the first set of rules made by the election judges in 1868, for their first set of fifty-eight rules, dated 20th November, 1872, correspond exactly with fifty-eight out of the sixty-one rules of 21st November, 1868, three only—the 56th, 57th, and 58th (which related to Parliamentary agents being permitted to practise in Parliamentary election petitions)—being omitted from the municipal rules. The set of supplementary municipal rules now issued, and dated the 10th of December, are eight in number, and the first six correspond exactly with the six supplementary rules relating to Parliamentary petitions issued on the 25th March, 1869. It seems a little curious that these supplementary rules should have been overlooked when the first set of municipal rules were framed, especially as one of the judges now on the rota was also on it in 1868-9, and signs all the rules, but the oversight is so far beneficial that the rules which are identical in the sets relating respectively to parliamentary and municipal elections have the same number in the one case as in the other, with three exceptions only. This makes comparison the more easy, and we think that our readers who are acquainted with the Parliamentary rules may save themselves the trouble of making themselves acquainted with the municipal ones, for the only new matter introduced is, that the barrister trying a petition has power to appoint a crier, and also that the shorthand writer to be employed is to be the shorthand writer to the House of Commons. We have called the corresponding rules identical, but of course certain verbal alterations have had to be made, and in the 44th rule this has been imperfectly done, the word “then” in the 44th parliamentary rule having been inadvertently left in notwithstanding that the words, which there give it a meaning, have been struck out, so that as it stands the rule is rather unintelligible. There are also some matters as to which it would have been desirable that rules should be framed, as for instance the statement of special cases. The first of the petitions presented has been ordered by the Common Pleas to be decided upon a special case, but when the rule was made absolute the Court was asked to say what would happen to the petition if the parties could not agree as to the facts to be stated in the case, and they declined to give any opinion upon the point, as neither the Act nor the rule provided for it. The 15th section, 6th subsection, of the Municipal Act pointedly calls attention to the necessity for a rule on this point by stating that the application for a special case is to be made “in the prescribed manner.” The petitions already presented under the Act, the particulars as to which will be found in another column, are eight in number, but are practically reduced to six by there being two cases of cross-petitions arising out of the same elections. The number does not seem large but it ought not to be inferred from this that the recent Act is not a useful one. In the first place these eight cases would, in all probability, never have been tried at all but for the Act; for the only mode in which previously municipal elections could be questioned, was by *quo warranto*, and that was so unsuitable to the majority of cases as to be very seldom resorted to. But further than this, there is every reason to think that the Act has had, indirectly, a beneficial effect in suppressing the corrupt practices, which have previously prevailed. The fact that there were no practical means of reviewing municipal elections undoubtedly encouraged corrupt practices, and the present Act probably will have the same effect as the provisions for scrutinies in Parliamentary elections. We have frequently, during the discussions on the Ballot Bill, had occasion to point out that though scrutinies were infrequent, the possibility of holding them prevented many classes of fraudulent practices being resorted to. The petition for Birmingham has recently been appointed

to be heard before Mr. Dowdeswell, Q.C., that for Huddersfield before Mr. Cleave, those for Blackburn before Mr. T. W. Saunders, and those for Barnstaple before Mr. Biron. Registrars have also been appointed for these courts. The petition from Birmingham is to be tried on the 13th of January next, and those from Blackburn, Barnstaple, and Huddersfield on the 10th of January next. No days have yet been named for the hearing of the two other petitions, but we understand that they will probably be tried in the second week in January.

IT IS NOW NO SECRET that Lord Romilly has expressed an intention of shortly retiring from the bench. He has discharged the laborious duties of an Equity judge for more than twenty years, and it cannot be matter for surprise that, after so long a judicial career, he should find himself unable to bring to the tasks imposed upon him the same unflagging strength as formerly. Looking back over the many years during which he has dispensed justice in the Rolls Court we recognise an honourable career of zealous and able public service. We believe we may say that no Equity judge has ever disposed of so great a mass of work. The suitors in the Rolls Court have never suffered delay from any short-coming of the judge. Remarks have sometimes been made on reversals of Lord Romilly's decisions, but much injustice has been done to the judge by lay writers unaware of the enormous amount of business which his Lordship daily got through—business which never came before an appeal court simply because his decisions were manifestly right. Probably Lord Romilly's judgments would have been less frequently varied had he been less anxious to advantage suitors by “getting through the paper.” His more deliberate judgments have generally been upheld, and very many of them have established themselves as leading authorities. The public rarely hears or knows anything of that important part of the work of an Equity judge which is performed in chambers; in this Lord Romilly showed to great advantage, bringing sound common sense to bear upon the working out of Chancery proceedings. And in recording the ability which Lord Romilly has displayed as Master of the Rolls and his consequent title to public gratitude, we must not forget the inestimable benefits which have been conferred on the nation under his auspices, in the securing, arranging, and indexing of the Public Records.

THROUGH THE KINDNESS of a correspondent we have been furnished with a startling specimen of the latest development of the “Legal Accountant” nuisance, to which we alluded last week. The circular, which will be found *in extenso* in another column, contains an explanation of the practice in one important branch of this new profession. It appears that the operator commences his proceedings by inspecting the register of bills of sale, and ascertaining therefrom the name and address of some person who has given a security of this nature. His next step is to forward to this person the circular we have printed, suggesting that, as a bill of sale is “very frequently the introduction and forerunner of bankruptcy, and in many cases the destruction of homes” (how tender the solicitude displayed!), the recipient will do well to put himself into the hands of a man who has had “long and extensive practice with persons suffering from misfortune.” We will not presume to question this last assertion; but we beg to draw attention to the extraordinary statement with which the circular concludes, as to the easy and confidential way in which, according to the writer, matters can be managed under the recent Bankruptcy Act. Singularly enough, the benevolent accountant, in his postscript, offers to lend money on the very security which he denounces in the body of the circular; perhaps, however, a bill of sale in the hands of this gentleman does not lead to the “destruction of homes” or to the necessity for calling in the services of an “official liquidator and bankruptcy trustee.”

MR. VERNON HARCOURT has published this week a long letter in the *Times* on the subject of the Law's Delays, and other matters connected therewith, which demands more notice from us than our available space permits us to devote to it in this day's issue; but we propose to consider the questions raised without any unnecessary delay.

WE ARE INFORMED that the Hon. Thomas H. Dudley, late United States Consul at Liverpool, has been appointed Special Assistant Attorney-General of the United States, to prosecute, on behalf of American citizens resident in England demands, growing out of the Alabama Claims.

THE REGISTRARSHIP of the Axxminster County Court, in the Devonshire Circuit, has become vacant by the death of Mr. Charles William Bond, which took place on the 7th December.

We understand that Mr. Fegen, of Lincoln's-inn, counsel to the Duke of Edinburgh, has been selected by the Admiralty to digest and codify the regulations for Her Majesty's Navy.

PAYMENT BY PRINCIPAL TO HIS AGENT.

The rule which lays down that one who buys from an agent is not discharged from his obligation to the principal by payment to the agent cannot be complained of as unjust; if this is the whole of the transaction it is impossible to come logically to any other conclusion. The agent was agent to sell, but not agent to receive the money: if then he does without authority receive the money, his principal cannot be bound by this, and his claim against the buyer still remains unsatisfied. And this is particularly so where the agent expresses himself to act as broker, for a broker has no interest in the contract, he is merely an intermediary for effecting the bargain, and has no power either to sue for or to receive the money. Of all this, from the very fact that the agent acts as broker, the buyer necessarily has notice.

Equally, one who sells to an agent and thereby makes the principal of the agent liable to him, is not deprived of his right to sue the principal by reason of the principal having paid the agent; for the agent was not the seller's agent for any purpose, and the seller therefore still remains unsatisfied.

But, in either case, whether the agent is the seller's agent or the buyer's agent, if he is made the agent of the seller to receive the money, the buyer paying him is necessarily discharged. Thus, if, on the one hand, the seller's agent is a factor, the nature of his employment entitles him to receive the money and discharge the buyer; or if, though he is not expressly authorised to receive the price, the seller so acts as to entitle the buyer to suppose he has that authority, then, by the ordinary principles of implied agency, payment to the agent is good. It is an extension of this rule which it is more difficult to reconcile with principle, that allows the buyer to set off against the factor of an undisclosed principal a debt due from the factor to the buyer. It seems to suppose that the principal sues not on his own contract, but by a peculiar privilege takes over the factor's contract and stands in his place, and is therefore liable to be met by the same defence. On the other hand, though the inference is less easy, the seller may in the same way entitle the buyer to suppose that his, the buyer's, agent is agent of the seller to receive the price.

But the chief difficulty occurs when agency is put out of sight, and the person who appears in the transaction as the actual buyer is really acting as agent for an unknown principal.

And it is more difficult to find a satisfactory reason why a man who has sold goods to another, on the credit of that other, and without any knowledge of his being

other than a principal in the transaction, should be at liberty to sue any one but the person whose credit has been thus given and taken. It may fairly be said that a man cannot be made a party to a contract against his will, and that two persons cannot be made contracting parties with one another by the act of a third person unless he is, as in the case of a broker, the agent of both.

The rule to the contrary is perhaps technically the result of holding that the principal who has commissioned an agent to purchase property for him, does at once acquire a legal title to the property which the agent purchases in pursuance of that commission; for if this is held, then, since the property can only pass to him directly by an act done between the seller and himself, it seems difficult to say that he is not a party to the whole of the transaction, to part of which he certainly is so. On the other hand, to hold that the property does not pass immediately, and without any intervening act of the agent, would be in many respects inconvenient; for the principal would not then, without proof of some such intervening act, be in a position to sue any stranger in respect of the goods, nor would his agent be under such strict obligation to him. In fact the transaction would no longer be one of agency, but there would be two distinct sales, one to the agent, and another by the agent to his principal. In this way it becomes necessary to treat the seller and the agent's principal as parties to the whole contract, although they may know nothing of one another, nor have even heard each other's names, and although the seller may not have ever known that any one was concerned in the transaction except himself and the person with whom he actually bargains. The same course of thought might also be expressed in moral terms—namely, that as the principal obtains the benefit of the contract made by his agent, he ought also to be liable to the burden. But however this position is reached, the result of it is that as the principal is constituted debtor to the seller, he cannot be discharged by paying the price to his agent; for the agent was not agent of the seller to receive it.

The case is less simple where the bargain is made through the seller's agent. So far as concerns the passing of the property and the inference to be drawn from it, it is much the same; the buyer may very naturally be held to have made himself party to a transaction with the person from whom (and not from the agent) he acquires the property in the goods. And though the agent was the seller's agent to sell, yet it does not follow that he was the seller's agent to receive the price; so that here also payment to the agent may leave the seller unsatisfied, and does not necessarily discharge the buyer.

But here again, although there can be no such thing as implied agency because no agency is supposed to exist at all, yet the principles which govern implied agency apply, and make it impossible for the seller who has allowed his agent to act so as to obtain possession of the price, to claim from the buyer payment which has already been made to the person with whom he dealt. If then, by allowing the agent to deal with the goods as if he were owner, he has led the buyer to treat him as such, although he is still entitled to intervene and claim payment, and sue in his own name, he is liable to be met by the same defence, whether of payment or set-off, which would have availed the buyer if the state of things had been that which the seller has allowed him to suppose existed.

But, on the other hand, where it is the buyer's agent who deals with the seller as if he were principal, the buyer (who gave the agent his commission) must know that he is a party to the contract so made, and entitled and liable to sue and be sued upon it. The same principles are not therefore applicable. Knowing that the price is really due, not to the agent but to the seller, he has been thought bound to see that the price is paid, and to be unable to discharge himself by payment to his own agent, who is by no construction agent of the seller to receive payment. And there is no

doubt this was the prevailing view, and was borne out by what was said in *Heald v. Kenworthy* (10 Ex. 739). But the recent case of *Armstrong v. Stokes* (21 W. R. 52, L. R. 7 Q. B. 598) has assimilated the position of the buyer, through his own agent acting as an independent purchaser, to that of a buyer from the seller's agent acting as owner, and has laid down the rule that he is discharged by a payment to his agent made before the seller makes a claim upon himself. It might naturally be supposed that this would lead to the consequence of allowing the buyer also to avail himself of a set-off against his agent, as in the case of a purchase from the seller's factor, but the Court expressly declined to pronounce any opinion on this point.

SURFACE RIGHTS AND MINING OPERATIONS.

The great mining case of *Hext v. Gill* resulted on appeal (20 W. R. 957) in a not unusual deadlock. The Lords Justices agreed with the Vice-Chancellor (20 W. R. 520) as to the more extended meaning of the term minerals, holding that the reservation of all mines and minerals, with liberty to work the same, from a grant by the Duchy of Cornwall to the plaintiffs predecessor in title included the valuable article of commerce known as kaolin, or china clay. So far the decision was in favour of the defendants, who were the parties entitled to the benefit of the reservation. But the Lords Justices went on to decide (wherein they differed with the Vice-Chancellor) that the defendants were not at liberty so to work the china clay as to destroy the surface. As this was the only practicable mode of getting the china clay, the result was exactly that anticipated by Lord Campbell in *Humphries v. Brogden* (12 Q. B. 745), viz., that neither party could work the china clay—not the plaintiff, because it was included in the reservation to the defendant, nor the defendant, because he could not raise it without disturbing the surface, and that he had no right to do.

There is no reason why in a reservation of such a character as that in *Hext v. Gill* the term minerals should not *primâ facie* receive the more extended meaning of the term, which would include china clay, when found under the surface. In saying that the word minerals includes everything which can be got from under the surface of the earth for the purpose of profit, unless there is something in the context or the nature of the transaction which would induce the Court to give it a more limited meaning, Lord Justice Mellish adopted in substance the definition of the Master of the Rolls in a recent case, where his Lordship said that everything except the mere surface, which is used for agricultural purposes, is a mineral; anything beyond that which is useful for any purpose whatever, whether it is gravel, marble, fire-clay, or the like, comes within the word minerals, when there is a reservation of the mines and minerals from a grant of land (*Midland Railway Company v. Checkley*, 15 W. R. 741, L. R. 4 Eq. 19).

The chief value of *Hext v. Gill* is its bearing on the questions which may arise as to the working of the minerals where the surface belongs to one owner and the minerals to another. We have already noticed the decision of the Vice-Chancellor (16 S. J. 670). His Honour felt the difficulty of attributing a meaning to the language of the reservation which might have the effect of derogating from the previous grant; yet he could see no way of giving effect to the words, "with liberty to work the same," except by holding that such words enabled the defendant to get the china clay by surface working, since that was the only practicable mode of getting it. This, and the circumstance that streaming for tin—a process equally destructive of the surface—must have been in the minds of the parties, was probably the ground of the decision. The Lords Justices considered that the words of the reservation only entitled the defendants so to work the minerals as not to destroy the surface, and granted an injunction restraining the defendants from getting the china clay by surface operations.

It may be objected that the above decision had the

practical effect of restricting the meaning of the word minerals to substances gotten by shafts or adits, as distinguished from quarrying or surface workings; but it is an elementary principle that a reservation is not to be construed so as to destroy a previous grant. A saving repugnant to the purview of the instrument is void (*Riddell v. White*, 1 Anstr. 281). The decision in fact follows *Bell v. Wilson* (14 W. R. 493, L. R. 1 Ch. 303), where the reservation was couched in similar language, and the Lords Justices held that the word minerals included freestone, but that the grantor had liberty only to get it by underground mining, and not by working in an open quarry.

We need not cite any authority to show that where the surface belongs to one owner and the minerals to another, the former is *primâ facie* entitled to support. The ordinary reservation of all mines and minerals entitles the mineral owner, according to Parke, B., in *Harris v. Ryding* (5 M. & W. 70), only to so much of such mines and minerals as can be gotten, leaving a reasonable support for the surface. Reasonable support means such support as shall preserve the surface from subsidence (*Humphries v. Brogden*, *sup.*). A simple reservation of mines and minerals, with liberty to work the same, such as occurred in *Hext v. Gill* and *Bell v. Wilson* does not authorise the owner to work them in such a manner as to disturb the surface. The dictum of Lord Denman in *Hilton v. Earl Granville* (5 Q. B. 730), that a reservation from a grant of the right to work the mines without reference to the injury or destruction of the surface, paying compensation for the injury thereby occasioned, would be repugnant to the grant itself, and therefore could not be supported, was overruled by *Rowbotham v. Wilson* (8 H. L. Cas. 348), where it was held that parties may, by a special contract, qualify their *primâ facie* right to support, and even deprive themselves of the right to damages or to protection in respect of injury, however great, occasioned by the working of the minerals. *Wakefield v. Duke of Buccleuch* (18 W. R. H. L. Dig. 10, L. R. 4 E. & I. App. 377) is a decision to the same effect, on the construction of an Inclosure Act. Where, however, an owner of minerals intends, when parting with the surface, to reserve power to get the minerals without reference to the rights of the surface owner, he must, according to *Hext v. Gill*, reserve such power in unmistakable terms. In *Rowbotham v. Wilson* (*sup.*) the instrument (an award) declared that the mineral owner should not be liable to any action for damages on account of working the mines by reason that the surface of the lands might be rendered uneven and less commodious to the occupiers thereof by sinking in hollows, or being otherwise defaced or injured. That of course amounted to permission to the mineral owner to let down the surface; and so the House of Lords decided. That an express provision for compensation may take away the common law right of action for subsidence was held very recently in *Smith v. Darby*, 20 W. R. 983 (see *ante* p. 28).

In *Wakefield v. Duke of Buccleuch* (*sup.*) an Inclosure Act empowered the lord of a manor to work the minerals under the lands allotted in severalty, making compensation for the damage done to the owners of the surface. Vice-Chancellor Malins held that the lord had no right to cause a subsidence of the surface, even although he could not work the mines at all without causing such subsidence (15 W. R. 247, L. R. 4 Eq. 613), partly on general principle, and partly on the authority of *Hilton v. Earl Granville* (*sup.*). The House of Lords held that the lord was, upon the true construction of the Inclosure Act, entitled to work the minerals without reference to the injury or destruction of the surface, provided he made compensation to the surface-owner. It was the opinion of the Lords that the real meaning of the Act was that the lord of the manor should be entitled, if he found it necessary for the purpose of working the minerals, to buy back the surface at its full value. In *Hext v. Gill*, as we must remind our readers, there was no com-

pensation clause, and the words of the reservation were by no means so extensive as those in *Wakefield v. Duke of Buccleuch*.

The decision in *Wakefield v. Duke of Buccleuch* turned a good deal on the compensation. It must by no means be inferred, however, that a compensation clause entitles the mineral owner to go to work irrespectively of the surface owner. In *Roberts v. Haines* (6 E. & B. 643, affirmed on appeal 5 W. R. 631, 7 E. & B. 625) an Inclosure Act recited that the lord was entitled to the soil of the commons and waste lands, and enacted that it should be lawful for him to come upon them and search for and get coal, making compensation for damage; but the Court held this applied to surface damage only, and did not give him the right to take away the support of the surface; and in a case where a deed between the owner of the surface and the owner of the minerals gave the former the right to compensation for damages, it was held that it did not authorise working in derogation of the surface owner's right to support (*Smart v. Morton*, 3 W. R. C. L. Dig. 186, 5 E. & B. 30). With reference to the question whether a custom enabling the owner of minerals to work so as to let down the surface would be good, we have already pointed out that *Hilton v. Earl Granville* (*sup.*) is a case of questionable authority. It was there decided that a custom to work mines in such a manner as to let down the surface, paying only to the occupier of the surface compensation for the use of, or damage to, the surface itself, is not a reasonable custom. In an early case it was held that a custom for the lord of the manor to dig clay pits, and remove the clay, although he leave not sufficient pasture may be good: *Bateson v. Green*, 5 T. R. 411, and if so, why may not a custom for him to get the minerals without protecting the surface from subsidence be good?

As the surface-owners' right to support is absolute, it follows that if enough be not left to support the service in fact, no defence arises from the circumstance that the mines have been worked in a reasonable manner (*Humphries v. Brogden*, *sup.*).

TRIBUNALS OF COMMERCE.

No one can be surprised that the cry for Tribunals of Commerce should be again heard and more loudly than ever. The mercantile community have certainly good reason to complain of the existing tribunals, and very little cause to be sanguine as to their reform. For years past, to take the case of London only, the merchants of London have complained, and complained with truth, that to bring an action in the Queen's Bench or Common Pleas is to put off the settlement of the matter in dispute for an indefinite period, certainly for years. The reason of this is mainly a very plain one, namely, that too few judges sit to hear causes in the city and that they sit for too short a time. Therefore the lists are not finished, arrears accumulate, and justice is deferred—one of the worst forms of assisting injustice. Over and over again a remedy has been promised. The last County Court Act was passed with severe clauses discouraging frivolous actions. Now, it was said, all will go well; the Courts will have ample time to try the really serious causes. Yet, in a short time, the lists were as long as ever. Three new judges were appointed with, except in the year of a general election, no appreciable new work to do. Yet it seems harder than it ever was before to find a judge to do any work that has to be done. The judges were relieved of nearly the whole of their chamber work at the expense of the masters. But this relief, too, seems wholly without effect. Ample powers were given to the judges to hold any number of courts at once, and to assist their brethren of any other court by sitting for them. But these provisions have remained little more than a dead letter, and after all that has been done and attempted, the cause list at Guildhall never, perhaps, showed such a disgraceful mass of arrears as at the present moment. In one court, at least, as far as special jury causes are concerned, the mere remnants from the previous sittings cannot possibly

be got through at the present sittings, still less can any new case be reached. Is it any wonder if mercantile men cry out? Is it any wonder that they ask for Tribunals of Commerce or anything to rescue them from such a state of things?

An influential deputation waited upon the Lord Chancellor a few days ago with reference to this subject, and the subject itself has been remitted, where all such questions are remitted nowadays, to the Judicature Commission, which has been increased in number by three. The result of this reference to the Commission everybody of course knows. It was till now a body of, we believe, twenty-two persons, holding and, where an opportunity offered, asserting twenty-two different opinions on every question which came before them. These twenty-two opinions will, as to Tribunals of Commerce, be raised to twenty-five.

If, while these gentlemen are considering this subject, the Government can be induced to bring in a short Act of Parliament requiring the judges to sit about three times as long in London as they do now, and making similar provision for Liverpool and Manchester, dealing also with the subject of arbitrations, and a few other matters of pressing necessity, as to which all men are agreed, the whole cry for Tribunals of Commerce will be forgotten long before that remote period arrives at which the twenty-five commissioners are prepared to publish to the world their twenty-five opinions on the subject. But in reforming the law, as in re-building the law courts, we are far too busy fighting over the style of architecture for the palace of the future, to have time for such inexpensive repairs as would make the existing buildings habitable for the present.

RECENT DECISIONS.

EQUITY.

EXECUTOR'S DISCHARGE FROM LIABILITY.

Re Land Credit Company of Ireland, Markwell's case, M.R., 21 W. R. 135.

This case indicates the amount of reliance which an executor may place on his having advertised for claims against the estate of his testator, under 22 & 23 Vict. c. 35 s. 29. Many persons, no doubt, have an idea that an executor may dispose of all claims by simply issuing the proper notices, and then satisfying the claimants who come in under them. But this is not so. The words of the section in question are that after the requisite notices have been given, "the executor or administrator shall . . . be at liberty to distribute the assets . . . amongst the parties entitled thereto, having regard to the claims of which such executor or administrator has then notice, and shall not be liable for the assets or any part thereof so distributed to any person of whose claim such executor or administrator shall not have had notice at the time of distribution of the said assets," &c. Under this provision an executor must satisfy all claims of which he has notice at the time of the distribution of the assets, in whatever manner such notice may have been given or obtained. Accordingly, in the above case, an executrix who, knowing that her testator was on the list of the contributories of a company, had nevertheless, practically speaking, disposed of all the assets without making provision for satisfying that liability, was not protected from being settled on the list as executrix by the fact that she had advertised for claims in the manner required by the statute, and that the official liquidator had sent in no claim under the advertisements.

COSTS OF TRUSTEES' APPEARANCE ON PETITION RELATING TO INCOME ONLY OF FUND IN COURT.

Re Battell's Trusts, V.C.W., 21 W. R. 138.

This case may serve to correct an impression that when trust funds are in Chancery the trustees

may appear on every application as to the funds, with a certainty that their costs will be ordered to be paid out of the funds. It is scarcely necessary to say that since the decision in *Re Marner's Trusts* (15 W. R. 99, L. R. 3 Eq. 432) it has been a settled rule of the Court that where money has been paid in under the Trustee Relief Act and a petition is presented by the tenant for life praying for payment of the income and not asking for any dealing with the corpus, "the costs of the petition" are payable out of the income. Since that decision, however, a distinction has been drawn in some of the cases between the costs of the petition and the costs of the trustees appearing on it, and these latter costs have been ordered to be paid out of the corpus. (See *Re Gordon's Trusts*, L. R. 6 Eq. 335; *Re Wood's Trusts*, 19 W. R. 227, L. R. 11 Eq. 155; and *Re Knight's Trusts*, 37 L. J. Ch. 409, 16 W. R. Ch. Dig. 26). But in *Re W. Evans's Trusts*, (20 W. R. 695, L. R. 7 Ch. 609, noticed by us at the time of its decision, 16 S. J. 585), Lord Justice James expressed his opinion that the rule laid down in *Re Marner's Trusts* was intended to apply to all the costs of a petition, saying that "he was the less indisposed to follow that construction because if people would act like men of sense, a tenant for life about to petition for payment of income, or his solicitor, would write to the trustee to say, 'I do not seek to affect the corpus at all, I only want my income,' and in most cases it would be found that the costs of the trustee would not have to be provided for either out of corpus or income. There ought to be no appearance of the trustee when the title of the tenant for life was clear." This view was, to some extent, acted upon in the case to which we have referred. The title of the tenant for life was clear, and her solicitor, before filing a petition for payment of the income to her, sent a letter to the solicitors of the trustees, explaining to them that the petition related only to the dividends, and did not seek to affect the corpus of the fund, and requesting them not to incur costs by appearing on the petition. Notwithstanding this letter the trustees, chiefly it would seem on the ground that the letter was unintelligible, appeared on the petition. Vice-Chancellor Wickens said that the letter need not contain "a prophecy of the contents of the petition," and held that the trustees should have no costs of their appearance out of the income, "whatever right they might have to be paid out of capital." As to this latter right, some indication of the mode in which future cases are likely to be dealt with by the Court, may, perhaps, be obtained from the above-quoted observations of Lord Justice James.

RECEIVER'S SURETY—GUARANTEE SOCIETY.

Colmore v. North, L. C. & L. J., 21 W. R. 43.

Until this decision it was supposed that a receiver appointed by the Court of Chancery could not have a guarantee society as his surety, for the rather technical reason that the proper security is a recognisance, and a corporation cannot join in a security of that description, owing to the necessity of appearing personally (*Manners v. Furze*, 11 Beav. 30). By the orders under the Companies Act, 1862, the judge is empowered to accept from an official liquidator the security of any guarantee society incorporated by charter or Act of Parliament, instead of the ordinary recognisance with two or more sureties; and there seems to be no reason why the same security should not be accepted from a receiver. The Full Court of Appeal, in the recent case, decided that the bonds of two guarantee societies might be accepted from the receiver instead of the ordinary joint recognisance.

PRACTICE—COSTS OF DISCLAIMING DEFENDANT.

Clarke v. Toleman, M.R., 21 W. R. 66.

Questions about the costs of disclaiming defendants often occur in suits for foreclosure or redemption, and there is a legion of cases on the subject collected in 1

Dan. Ch. Pr. 616, 617. In general, if a defendant having no interest in the subject matter of the suit, disclaim in such a manner as to show that he never had and never claimed any interest therein, at or since the filing of the bill, he will be allowed his costs. If a defendant, having an interest, shows that he disclaimed or offered to disclaim before suit he will be allowed his costs; but he will not be allowed his costs, if he does not disclaim or offer to disclaim until he puts in his answer (*Forde v. Earl of Chesterfield*, 1 W. R. 217, 16 Beav. 516). In *Clarke v. Toleman*, the assignee in bankruptcy of a bankrupt mortgagor disclaimed by his answer all interest in the equity of redemption, and offered to be dismissed without costs. The plaintiff brought the suit to a hearing against him, and he appeared and asked for his costs subsequent to the offer to be dismissed without costs, relying on *Davis v. Whitmore* (8 W. R. 596, 28 Beav. 617). But Lord Romilly refused to allow him such costs, notwithstanding his Lordship's own decision in *Davis v. Whitmore*. Of course the defendant ought not to have appeared, but to have allowed the decree to be made against him on affidavit of service. It was his misfortune, not his fault, that he followed *Davis v. Whitmore*, which our readers may now note as overruled.

INTEREST AFTER DISSOLUTION OF PARTNERSHIP.

Barfield v. Loughborough, L.C., 21 W. R. 86.

This decision will probably become a leading case upon a subject as to which there was some lack of authority. As a general rule, interest will not be allowed on a partner's capital after the dissolution of the partnership. Any contract or usage allowing interest is determined when the partnership is dissolved, unless there is a special agreement to the contrary. For, as the Lord Chancellor explained in *Barfield v. Loughborough*, the foundation of the contract for the allowance of interest is the employment of the capital of the partnership in profitable business transactions, or in transactions from which profit is expected to accrue; but the contract for such employment of the capital terminates at the moment of dissolution, and no new transaction ought afterwards to be undertaken. Upon this principle, when a partnership had been dissolved by a decree of the Court of Chancery, it was held that no interest was payable after the dissolution, although the business was afterwards carried on for some time until a sale of the partnership property could be effected; for profits resulting from business so carried on could not be regarded as gains and profits of the joint trade (*Watney v. Wells*, 15 W. R. 627, L. R. 2 Ch. 250). The decision in *Pilling v. Pilling* (3 D. J. S. 162), that interest ran after the dissolution until the capital was repaid, is inconsistent with *Watney v. Wells* and several other cases referred to by the Lord Chancellor, and will, no doubt, cease to be regarded as an authority, except, perhaps, where a similar state of facts occurs. The reason why interest was allowed in *Parsons v. Hayward* (10 W. R. 654, 4 D. F. J. 474) on the capital of the sleeping partner after the expiration of the term agreed on, was that the active partner continued to carry on the business as before, and employed the sleeping partner's capital without offering to pay it out. It did not therefore lie in his mouth to deny that he was bound to pay interest in the same manner as he was bound to pay it before the expiration of the term. Advances by way of loan from any partner creating a debt payable by the partnership, of course bear interest like any other debt: *Wood v. Scoles*, 14 W. R. 621, L. R. 1 Ch. 369. The capital originally contributed by all or any of the partners may also, of course, by the terms of the partnership deed, be put on such a footing that interest will be payable on it after the dissolution of the partnership, as in the case of *Barfield v. Loughborough*, where a provision in the partnership articles that, in respect of their respective shares of capital and advances, each partner should be considered as a creditor of the partnership, and should be allowed interest for the same after the rate of five per

cent per annum, was held to entitle the partners to interest after the dissolution, on the footing of creditors, not of partners, for, as we have already seen, in the latter character they could not have claimed it.

COMMON LAW.

SALVAGE—OWNERS OF BOTH VESSELS.

The Miranda, Adm., 21 W. R. 84.

It is a matter of plain justice that the owners of a delinquent vessel cannot, as such, claim salvage reward for services which were rendered necessary by their own misconduct; and, in the case of *The Cargo ex Capella*, L. R. 1 Ad. 356, where there was contributory negligence, and the claim was made against the cargo only, Dr. Lushington, in rejecting that claim, laid it down that no such claim could be maintained, even against the co-delinquent ship. It is obvious that, in assisting an innocent ship, the delinquent ship is only lessening the damages which might be recovered against her, and that, under the Admiralty rule of dividing the damages, the same consideration would apply in the case of contributory negligence. This principle was adhered to in the *Glengaber*, L. R. 3 Ad. 531, but was held not to deprive a third vessel of the right to salvage reward, merely because she belonged in part to the owners of the delinquent vessel, since her owners were not for that reason under any obligation to render salvage services. In the present case, by a curious combination of circumstances, the owners of cargo seemed to occupy a position very analogous to that of the owners of a vessel saved by the delinquent vessel. The *Miranda*, having a cargo on board, was imperilled by the breaking of her crank shaft, and was assisted by the *Roxana*, which belonged to the same owners. The owners of the *Roxana* claimed upon the cargo of the *Miranda* for salvage services; and if they had, as owners of the latter vessel, been under an unqualified obligation to the owners of the cargo to carry safely, they would have been merely assisting to perform the obligations of their own contract, and would have been in a position very analogous to that of the owners of a delinquent vessel rendering salvage services under the obligation imposed upon them by their own wrong. But the bills of lading under which the cargo of the *Miranda* was shipped contained, among the excepted perils, "accidents from machinery." The owners of the *Roxana* were not, therefore, under any obligation, direct or indirect, to the owners of the cargo to avert the peril which actually happened. This circumstance put them in an independent position with respect to the owners of the cargo, and they were held entitled, as against the cargo, to salvage reward.

Whether if, in the case of the *Glengaber*, it had appeared that the owners of the delinquent and the salvaging vessels were entirely the same, the owners (as distinct from the crew) could have maintained a claim for salvage, may be a question. That the one claim may exist where the other does not, is very strikingly shown by the *Sappho*, L. R. 3 P. C. 690, where a crew were allowed to claim against another vessel, owned entirely by the same persons to whom their own vessel belonged.

The "haunted houses" in Stamford-street, are to be sold by public auction on the 28th of January next.

A LABORIOUS LEGISLATOR.—Mr. Aytoun, M.P., in addressing his constituents last week, stated that he believed that the number of hours which the House sat in a session was 600, and he did not see why it should not sit another 100.

"MERCANTILE AGENCY OFFICES."—In the course of a case recently decided in the City of London Court, it was elicited in cross-examination, that this action was first suggested to the mother of the lad by "a friend," who was a debt collector, insurance agent, &c. Mr. Kerr said that poor people were obliged to ask advice of such men. Mr. Beard: They generally pay all the more for it in the long run. His Honour said that might be, but the fact was so.

REVIEWS.

On the Scientific Value of the Legal Tests of Insanity. By J. RUSSELL REYNOLDS, M.D., F.R.S., &c. London: J. & A. Churchill. 1872.

Responsibility and Disease: An Essay. By J. H. BALFOUR BROWNE, Esq. of the Middle Temple, and Midland Circuit, barrister-at-law, &c. London: Bailliere, Tindall & Cox. 1872.

A perusal of these pamphlets and of the article on the legal tests of insanity, transferred to our columns from an American contemporary, will afford a fair view of the reasons commonly urged for and against a revision of the existing legal doctrines with regard to capacity and responsibility. Dr. Reynolds commences by combating a statement disinterred from a text-book published a quarter of a century ago. Apparently assuming that an industrious text-book writer is to be accepted as an authoritative exponent of the law, Dr. Reynolds devotes a considerable part of his paper to an attempt to show that the existence of delusion is an unsatisfactory test of insanity, since many undoubtedly insane persons have no delusions, and delusion, where it exists, varies between the widest range. He admits that the presence of that which he terms a "distinct and demonstrable delusion," may really possess all the value supposed to be attached to it by the lawyers as an indication of insanity; but he denies that the absence of delusion ought to be considered as an infallible criterion of sanity. We cannot say that the illustration he employs—drawn from the earlier stages of the form of insanity known as melancholia—in any way strengthens his case; for if the "impenetrable and oppressive darkness" which the patient, although in circumstances of the most favourable sort, believes to hang over his future, be not a delusion, we are at a loss to know what is meant by that word.

Mr. Browne has taken up the cudgels against the doctors, and argues with great energy against the propositions laid down in the paper. He contends that, on this particular point, Dr. Reynolds is fighting a shadow, since the existence of delusion is not, in fact, the legal test of insanity; capacity and responsibility being held compatible with certain partial delusions. This doctrine is especially distasteful to Dr. Reynolds, who denounces it as "wholly untenable, because there is no such thing as a sound and unsound mind coexisting in the same individual." Here, again, the illustration employed is not quite so happy as might have been expected. The progress of mental disease is likened to the growth of a certain affection of the heart, of which the sufferer may be unaware, and, in spite of which, he may live for many years: yet all the time his life may not be insurable for an hour. Mr. Browne accepts the analogy, and asks Dr. Reynolds whether he would propose that the monomaniac, who, according to his illustration, may live usefully among his neighbours for years and perhaps for his whole life, should be deprived of liberty, civil capacity, and criminal responsibility, on the mere chance that his disease may some day develop itself?

We noticed Dr. Reynolds's views upon the test of knowledge of right and wrong at the time they were promulgated, and we have little to add to what we then said. The doctors have persuaded themselves that knowledge of right and wrong is the legal test of sanity; whereas, as we have before pointed out, it is in reality only the legal test of *liability to punishment*. The law, when it uses this test, says nothing whatever about sanity or insanity, but merely affirms that persons who know right from wrong, and knowingly do wrong, ought to suffer punishment. That may or may not be a just and proper doctrine; but before it can be successfully assailed, it is requisite that it should be understood.

Partridge & Cooper's Folio Shilling Diary for 1873. Diary and Call Book for 1873, No. 16. Octavo Scribbling Diary for 1873. The Illustrated Universal Pocket Diary and Almanack, 1873.

These publications are admirably got up, and contain a good deal of useful information of the character usually found in Almanacks. The pocket diary is very conveniently ruled on one side for engagements, and on the other for

cash received and paid. Special mention should be made of the paper used in all these books. It strikes us as particularly adapted for easy writing—a consideration of no small importance in these works.

The Prevention of Crimes Act, 1871, and the Act to amend the Criminal Law relating to violence, threats and molestation. With notes, critical and explanatory. By JAMES A. FOOT, M.A., Barrister-at-Law. London: Shaw & Sons. 1872.

This little book presents the Acts in a convenient form and contains rather copious notes on the earlier Statute. In these days of imperfect legislation, it is satisfactory to find that Mr. Foot bears testimony to the clear arrangement of the provisions contained in the Act of last session.

COURTS.

COURT OF CHANCERY.

LORD CHANCELLOR AND LORDS JUSTICES.

Dec. 19.—*Re Henry A. Sherwood (a Solicitor).*

Solicitor—Taxation of Costs—Disallowance of costs on ground that solicitor has advised his client to enter upon a litigation which he must have known could not possibly succeed.

Upon an application by a client to tax his solicitor's costs the solicitor will be disallowed the costs of a litigation upon which he advised the client to enter when he knew or ought to have known that it could not possibly be successful.

This was an appeal from the refusal of the Vice-Chancellor Bacon, to review a certificate of the Taxing Master, whereby he had disallowed a solicitor the costs of proceedings in a suit in Chancery, on the ground that when he advised his client to institute the suit he must have known that it could not possibly succeed.

Mr. Sherwood argued his own case.

Glasse, Q.C. and S. Dickinson, for the respondent, were not called upon.

LORD SELBORNE, C.—We are all agreed that the order which the Vice-Chancellor made in this case, affirming the certificate of the Taxing Master, and declining to send this matter back for taxation, is a most just and correct one. There is nothing of greater importance than that those gentlemen, a most honourable body, and generally a most well-informed and well-instructed body, the solicitors of this Court, to whom all persons have recourse for advice who have claims to property—there is nothing, I say, of greater importance than that they should not lend themselves to the promotion of litigation for the recovery of claims, antiquated and obsolete, and evidently groundless, especially by poor, illiterate, and ignorant persons, who are probably with great difficulty induced to get together money for the promotion of such litigation, relying upon the advice of those who undertake to be, and must be presumed to be, well instructed and well informed in law, that they have a reasonable ground to sue upon. It is a most righteous, and a most necessary thing, that whenever it is found that a solicitor, having in his hands materials from which he knew, or ought to have known, that a claim of that description could not possibly be advanced with any chance of success—it is, I say, a most righteous and a most necessary thing, when he has obtained the funds of illiterate and ignorant clients relying upon his advice that such a claim could be maintained, that his costs should be disallowed. They would be disallowed at law—they ought to be and would be disallowed in Equity also and it appears to us that this case, upon the facts that are stated in the Taxing Master's certificate, and which appear on the face of the bill, is a very strong and a very clear case for the application of that righteous rule. This case, according to the facts within the knowledge of the solicitor, assuming him to have known the law, was a case which could not possibly succeed. I do not lay stress upon that which nevertheless has struck my mind very forcibly, the effect of mere lapse of time and of the Statute of Limitations, because, as to that, there may be some ground for saying that the solicitor might be justified in relying upon his counsel, and that the counsel had inserted in the bill what I cannot but say appears to me to be a most idle allegation of a trust, for the purpose of taking the case out of the Statute of Limitations. I give the solicitor the benefit of

the doubt whether he may not have been led by such a paragraph to suppose that, in the opinion of counsel, there was something in that allegation; but putting that aside—although I cannot but say that in all these cases of ancient and stale claims great responsibility rests upon those who promote such litigation—putting that aside, I do say that upon the grounds stated in the certificate the case appears to me to be a very clear one indeed for disallowing these costs.

JAMES, L.J.—I am of the same opinion.

MELLISH, L.J.—I am also of the same opinion.

GLASSE.—Your Lordship observes these were poor persons, and of course I must ask for the costs.

SELBORNE, C.—Yes, certainly.

COUNTY COURT.

HALIFAX.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

Dec. 4.—*Jubb v. The Yorkshire and Lancashire Railway Company.*

Although the printed conditions in the time tables of a railway company state that the company will not be liable for delay in the transit of a passenger or for any consequence arising therefrom, and that the arrival of the trains at the times therein stated are not guaranteed; the company, nevertheless, is not protected against unnecessary or unreasonable delay.

HIS HONOUR said—In this case, which was tried before me on the 20th of November, I reserved my decision, in order that I might look into and consider the cases referred to at the trial by the defendants' advocate. I have done so with an anxious desire in a matter which is of considerable importance, not alone to the travelling public, but to the railway companies, whom it is sought to charge for delay in the transit of their passengers, to ascertain what is the present state of the law upon this subject. The facts of the case which gave rise to this enquiry are few and simple.

The plaintiff, Mr. Jubb, a practising attorney in Halifax, alleges in his plaint, that he seeks to recover damages from the defendants, on the ground that on the 13th day of July, 1872, he contracted with them by payment of a certain sum for a ticket to carry him from Halifax to Bowness, during the same day, but the defendants failing to perform their said promise, he had to contract with other persons to convey him to Bowness, and he was thereby put to a cost of £2 3s. for posting. It was proved at the trial that the plaintiff, on the 12th of July, was informed by the clerk in charge at the Halifax station, that by taking a ticket to leave Halifax at 3.40, he would reach Bowness before eight o'clock that night. Accordingly, on the day following, Saturday, he procured a ticket, the half of which was produced at the hearing, on which was printed, "Tourist Ticket. Lancashire and Yorkshire Railway Company. Halifax to Windermere and Bowness via Burnley and Preston, Lancaster; Oxenholme, 1st class." The defendants carry their passengers on their own line to Preston. The London and North-Western Railway, by arrangement, carry the Lancashire and Yorkshire passenger traffic from Preston to Bowness. The train left Halifax some minutes late, and on arriving at Todmorden had lost fifteen minutes, having had to slacken the speed on account of an embankment having slipped. The train proceeded, and made up some of the lost time; but at Accrington had to wait twenty-four minutes for passengers from Colne, and did not arrive at Preston until some time after the Bowness train had left. The plaintiff was told by one of the London and North-Western Railway Company's servants there that there was no train to Bowness that night, but, that by going to Lancaster, he might get through by a luggage train. The plaintiff acted upon this suggestion, but when he arrived at Lancaster found that there was no means of going to Bowness by rail either on that night or on the following Sunday, and he thereupon hired a conveyance, and drove to Bowness, a distance of thirty miles. There was a train which left Lancaster at 10 o'clock that night to Kendal, which would have taken the plaintiff twenty miles nearer to Bowness; but he was not then aware how far Kendal was from Bowness. The company's time-tables were put in by them, and contained printed conditions that "The departure or arrival of the trains at the times stated is not guaranteed, nor does the company hold itself respon-

able for delay, or for any consequence arising therefrom. Every exertion will be used to secure the punctuality of the trains. The hours or times stated in the following table are appointed as those at which it is intended, as far as circumstances will permit, to arrive at and depart from each station respectively; but such times are so appointed subject to such alterations or changes therein day by day, as the company may, without notice, consider it proper to make; it is only for the greater convenience of passengers that they are booked and tickets issued to them by this company, to enable them to meet and travel over the railways of other companies, and are in like manner booked by other companies to enable them to meet and travel over this railway, neither the company nor any other company concerned is or will be responsible for the trains mentioned in this table not arriving or meeting at any particular time, nor for the consequences of any kind resulting from detention thereby, which may occur to passengers or any person whatever. The public are hereby cautioned that tickets to enable a person to travel by this railway, and of the railways in connection, are issued only upon the conditions in this notice." On the part of the defendants it is contended that there is no duty or contract arising out of the facts proved by which they can be made liable for such a delay as the present, and *Hurst v. the Great Western Railway Company*, 13 W. R. 950, 19 C. B. N. S. 310, was cited to show that the mere taking a ticket for a journey on a railway does not amount to a contract or impose a duty upon the company to have a train ready to start at the time the passenger is led to expect; and the case of *Prevost v. the Great Eastern Railway Company*, 13 L. T. N. S. 20, was also relied upon, as showing, that when the time tables of a railway company state that the departure and arrivals of the trains will not be guaranteed, nor will the company hold themselves responsible for delay or any consequences arising therefrom, there is no contract or duty by which the company can be made liable for reasonable delay during the journey. This, which was the direction at nisi prius, of a very able and learned judge, the late Mr. Justice Crompton, turned upon whether a delay of two hours, by which the plaintiff was prevented from keeping an important appointment, was under the circumstances unreasonable, and the jury found in favour of the company, that it was not. With regard to the conditions contained in the time tables of the defendants, it must be remembered that they are probably drawn by a state and experienced counsel, and are framed in the interests of the company, and should, from that fact, be narrowly scanned in order to prevent injustice to the travelling public, at the same time the Court should be lynx-eyed to see that reasonable provisions for the protection of the company should be fairly carried out. The defendants urge in this case that the contract between them and the plaintiff is framed upon and governed by the conditions contained in their time tables, in which they expressly state that they will not guarantee the arrival of the trains at the station at the time mentioned, but this can only be construed to apply to a reasonable time after that named in the tables, otherwise it would cover any delay, however unreasonable. According to such a construction as the defendants contended for, they might take the passenger's money and leave him midway in his journey for any length of time, and there would be no remedy for him. It must not be forgotten, the ticket was given by the defendants for the whole journey, and although the latter portion of the transit was over the railway of another company, the contract was one entire contract between the plaintiff and defendants, and they were, therefore, bound to convey him in reasonable time to the end of the journey. (*Mytton v. the Midland Railway Company*, 28 L. J. Ex. 385, W. R. 737). The contract, therefore, into which a railway company enters with a passenger on giving him a ticket between two places is the same, whether the journey be entirely over their own line or partly over the line of another company, and whether the passage over the other line be under an engagement to share profits or simply under running powers: namely, that due care shall be used in carrying the passenger from one end of the journey to the other, so far as is within the compass of railway management. (*Thomas v. Rhymney Railway Company*, 19 W. R. 577.) It was known at the office in Halifax, where the ticket was granted, that the train by which the plaintiff left at 3.40

was the only one which could reach Bowness that day, and by one of the conditions in the defendants' time tables it is provided that the tickets issued by them are not available over the day, and if not used within the prescribed period they will be cancelled. The plaintiff, therefore, was in this condition, by no fault of his own, but, owing to the delay of the defendants, he was unable to complete his journey during the prescribed period within which the first half of his return ticket was available, and if he had remained at Lancaster until the Monday morning he would have been compelled to take out a new ticket from thence to Bowness. By whose default was this state of things produced? Clearly by the company's. If the plaintiff is to be bound by the defendants' conditions, they on their part must perform the duty they have undertaken to convey the plaintiff to the end of his journey the same day. The defendants say in their time tables "that every exertion shall be made to secure punctuality of the trains," and increased care and exertion are incumbent upon them when, as in this case, the train conveying a passenger from Yorkshire to Westmoreland has to meet the train of another company, without which the Yorkshire passenger cannot complete his journey that day, and his ticket becomes henceforth useless to him. This observation applies to the unexplained delay of twenty-four minutes, caused by the plaintiff's train waiting for the passengers from Colne. It appears to me that this was not using every exertion to secure punctuality in the arrival at Preston which was necessary to perform defendants' contract with the plaintiff, and sufficiently distinguishes this case from that of *Prevost v. The Great Eastern Railway Company*, by being, in my opinion, an unreasonable delay. I am of opinion, for the reasons I have stated, that there was a breach of the defendants' contract with the plaintiff to carry him in a reasonable time, and during the same day, to the end of his journey, and that not having performed their contract, the plaintiff was justified in performing it for them, and that he is entitled to charge the hire of the carriage necessary to complete the remainder of the journey.

Verdict for the plaintiff, damages, £2 3s.

On the application of Mr. Wright, on behalf of the defendants, his Honour granted a case.

APPOINTMENTS.

MR. FRANCIS TRUEFIT, of No. 4, Essex-court, Middle Temple, solicitor, has been appointed a London Commissioner to administer oaths in Chancery.

MR. JOHN YATES PATERSON has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Middlesex, and also in and for the county of Hertford.

AMATEUR LAW-REFORMERS.—Mr. Justice Mellor, in addressing the Grand Jury at Liverpool, said:—The law of England is said to be dilatory and expensive. The question is, is the delay intrinsic in the very matters which are the subjects of consideration, or is it in the forms of our procedure? You will be astonished to find how small and insignificant is the cost of our procedure, compared with the cost of evidence and the preparation for trial of cause in court. You, as merchants of Liverpool, have transactions all over the world. You have cause of dispute with some other person, and your witnesses are scattered all over the world; they cannot be brought together in the same manner as in other places. The Khedive sitting on the bench in Turkey can dispense with the summoning of a jury, and can deal with cases in a summary way; but that is not a mode which would be satisfactory to Englishmen. A great amount of delay and expense is intrinsic to the very cases which are to be disposed of, and although I think improvements may be made, yet I do hope and trust we shall stand by what I think is the sheet-anchor and safeguard of our legal jurisprudence. I know there are men so learned and acute, that they can sit down with a sheet of paper, and draw up a constitution utterly regardless of all these traditions. But it would be like some machine, which would be found beautiful in theory, but impossible to work in practice.

GENERAL CORRESPONDENCE.

THE LEGAL ACCOUNTANT NUISANCE.

Sir,—We beg to send you the enclosed touting circular received by a client of ours, whose name we of course suppress. We send the document because we consider that one of the many useful offices performed by the *Solicitors' Journal* is the denouncing, and if possible extirpating, of everything likely to lower the tone and reputation of the profession. We enclose also a circular purporting to be from an accountant received at the same time.

SUBSCRIBING READERS.

" ———, London, 14 Dec., 1872.

Mrs. ———.

Madam,—As solicitor and accountants to the ——— Society, we beg to inform you as a client (if we may be allowed the privilege) that we are prepared to conduct all descriptions of law business, and also the sale or purchase of business. Leases drawn up, deeds of settlement, mortgages leasehold or freehold, debts collected, actions for compensation, divorce cases, common law cases, bankruptcy liquidations, deeds of composition and arrangements with creditors effectually carried through, wills drawn up and partnerships negotiated, &c., on the most economical scale of charges, to meet the desires of our clients and friends, and any business introduced to us will be amply repaid by a commission according to the business introduced. *Consultation free.*

Trusting you will bear us in mind, we are, &c., yours obediently, ——— & ———.

[We should mention that the circular, as originally lithographed, began "A: solicitors and accountants;" but the "s" in "solicitors" has been carefully erased.—Ed. S. J.]

[The following is the circular alluded to in our Current Topics.]

"Legal Bankruptcy and Accountancy Offices.

Private and confidential.

Mr. ———, in forwarding this circular, does not presume to infer that his services, or other of a like profession (*sic*), are required. But having observed that a bill of sale is registered against you, and as such things are very frequently the introduction and forerunner of bankruptcy, and in many cases the destruction of homes, he simply suggests that if it should so happen that the recipient be pecuniarily involved or pressed by creditors, or having process of any kind issued against him, he will do well to favour him with a personal interview. Mr. ———'s long and extensive practice with persons in embarrassed circumstances and suffering from misfortune enables him to render to such immediate relief and assistance.

The Bankruptcy Act of 1869 has extended considerable advantages and an easy method to debtors, under its liquidation clauses, for arranging their affairs, and relieving themselves from their difficulties without the former publicity and suspension of business, as was hitherto the case under previous Bankruptcy Acts. The knowledge and working of such Mr. ——— is thoroughly acquainted with.

Mr. ———.

Official Liquidator, and Bankruptcy Trustee.

P.S.—Money also advanced to any amount on bills of sale, deposit of freehold and leasehold deeds, reversionary interests, life policies, and every other available security.

Executions and distrains paid out.

HUNT v. HUNT.—The *Times* of yesterday states that when the case of *Hunt v. Hunt* (31 Beav. 89, 10 W. R. 161, 215), was cited before Vice-Chancellor Wickens on Thursday, as an authority for the proposition that where a deed of separation contains a covenant not to compel cohabitation, the Court of Chancery will restrain proceedings in the Divorce Court for the restitution of conjugal rights, the Vice-Chancellor said that decision was taken on appeal to the House of Lords, and six out of seven Law Lords—more than had ever before been known to hear a case together—were prepared to have delivered their judgments adversely to that of Lord Westbury; but in consequence of the death of one of the parties to the suit, the judgments were never delivered.

OBITUARY.

MR. HENRY HOPPE.

The death of Mr. Henry Hoppe, solicitor, of Cornhill, City, took place at his residence in Ladbroke-square, Notting-hill, on the 10th December. Mr. Hoppe, who was admitted a solicitor in 1825, was the senior partner in the firm of Hoppe & Bayle, of Sun-court, Cornhill. He was formerly a member of the Court of Common Council for the Cornhill ward, and for upwards of twenty years was vestry-clerk of the parishes of St. Michael and St. Peter, Cornhill. He was a member of the Fishmongers' and Tallowchandlers' Companies, and, we believe, filled the office of master of the last named company only a year or two ago.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society on Tuesday last (Mr. Harvie in the chair), the question discussed was, "Should flogging be retained in our penal code?" This was opened by Mr. Munton in the affirmative, and after an animated discussion, was decided in the affirmative by the unanimous vote of the society. The secretary tendered his resignation of office, and the society adjourned until after the Christmas vacation.

LIVERPOOL LAW STUDENTS' SOCIETY.

A meeting of this society was held at the Law Library on Thursday, the 12th inst., Mr. William Hunter, solicitor, in the chair. The subject for discussion was—"A's name is forged by B to a joint and several promissory note in favour of C. C., while the note was current, threatened to prosecute B for forgery, whereupon A, though denying that he had authorised B to sign for him, gave C the following memorandum. 'I hold myself responsible for a promissory note bearing my signature, and B's in favour of C.' Can C recover against A, on the note and memorandum." After an interesting debate the question was decided in the affirmative by a small majority.

HUDDERSFIELD LAW STUDENTS' DEBATING SOCIETY.

A meeting of this society was held on the 16th inst., at the County Court, Huddersfield, the president, Mr. Councillor Barker, in the chair. There was a good attendance of members. The question for discussion, was—"Was the case of *Melton v. Giles*, 18 W. R. 1141, rightly decided?" On the vote being taken, the question was decided in the negative by a majority of three.

THE LEGAL TEST OF INSANITY.

(Continued from page 132.)

If our precedents practically established old medical theories which science has rejected, and absolutely rejected those which science has established, they might at least claim the merit of formal consistency. But the precedents require the jury to be instructed in the new medical theories by experts, and in the old medical theories by the judge.

In *Queen v. Orford*, tried in 1810, Dr. Chowne testified that he considered doing an act without a motive, a proof, to some extent, of an unsound mind; that one kind of insanity has been well described by the term "lesion of the will;" that it is sometimes called moral insanity; that patients are often compelled to commit suicide without any motive; that this state of mind is not incompatible with an acuteness of mind and an ability to attend to the ordinary affairs of life: Ann. Reg. 1840, part 2, p. 262. Lord Denman instructed the jury that if some controlling disease was, in truth, the acting power within the defendant, which he could not resist, he was not responsible, and that knowledge was the test: 9 C. & P. 545, 546.

In *Queen v. McNaughten*, tried in 1843, Dr. Monro testified, that an insane person may commit murder and yet be aware of the consequences; that lunatics often manifest a high degree of cleverness and ingenuity, and exhibit ce-

asionally great cunning in escaping from the consequences of such acts: that he considered a person labouring under a morbid delusion to be of unsound mind; that insanity may exist without any morbid delusion; that a person may be of unsound mind, and yet be able to manage the usual affairs of life; that insanity may exist with a moral perception of right and wrong, and that this is very common. Eight experts gave their opinions going to show that the defendant had committed the act in question under the influence of a morbid delusion which deprived him of the power of self-control.

Their testimony, in substance, was, that the defendant was insane; and that knowledge of right and wrong was not the test. The medical testimony was so strong that the Court stopped the trial, and substantially directed the jury to acquit the defendant. But Ch. J. Tindall instructed the jury that knowledge was the test. It does not appear how the defendant could be acquitted by that test. Ann. Reg. 1843, part 2, pp. 35, 359.

In *Queen v. Pate*, tried in 1850, Dr. Conolly testified, "I have conversed with the prisoner since this transaction, and, in my opinion, he is a person of unsound mind; I am not aware that he suffers from any particular delusion; he is well aware that he has done wrong and regrets it." Dr. Monro testified, "I have had five interviews with Mr. Pate since this transaction, and, from my own observation, I believe him to be of unsound mind; I agree with Dr. Conolly that he is not labouring under any specific delusion, I think he may have known very well what he was doing and have known that it was very wrong; but it frequently happens with persons of diseased mind that they will perversely do what they know to be wrong." Mr. Baron Alderson instructed the jury that knowledge was the test.

In *Queen v. Townley*, tried in 1863, Dr. Winslow testified, "I think that at this present moment he is a man of deranged intellect; he was deranged on the 18th of November, and I thought still more so last night when I saw him the second time." The witness was asked, "If the present state of mental derangement existed on the 21st of August, would it be likely to lead to the commission of the act then committed?" His answer was, "Most undoubtedly; assuming him to have been on the 21st of August as he was on the 18th of November and yesterday I do not believe that he was in a condition of mind to estimate, like a sane man, the nature of his act and his legal liability."

The witness further testified, "He does not appear to have a sane opinion on a moral point; I have no doubt he knows that these opinions of his are contrary to those generally entertained, and that, if acted upon, they would subject him to punishment; I should think he would know that killing a person was contrary to law, and wrong in that sense; I should think that, from his saying he should be hanged, he knew he had done wrong." Dr. Gisborne testified, "That the prisoner's language implied that he knew that what he had done was punishable, but that he (the witness) believed he would repeat the offence to-morrow." Mr. Baron Martin instructed the jury that knowledge was the test.

In these cases, the testimony of the experts negated the idea that knowledge of right and wrong is the test. And the admission of this evidence, coupled with the rule given by the court to the jury that knowledge is the test, brought the law into conflict with itself. Either the experts testified on a question of law, or the court testified on a question of fact. The conflict was only rendered a little more palpable in *People v. Huntington*, tried in New York in 1856. Experts testified, as they have long testified in England and elsewhere, that a man without delusion may be irresponsible by reason of insanity, for an act which he knows to be a crime, the consequences of which he understands. One expert testified that he defined insanity as a disease of the brain by which the freedom of the will is impaired, and that almost all insane people know right from wrong. The knowledge test of insanity, as laid down by the English judges in their opinions given to the House of Lords, in what is called *McNaughten's case* (1 C. & K. 131), was read by counsel to the experts; the experts were directly asked their opinion of that test, and they testified that they did not agree with the English judges on that subject. The same knowledge test, as laid down by the Supreme Court of New York (*Freeman v. People*, 4 Denio, 28), was read to one of the experts, and the same kind of testimony was repeated. The Court instructed the jury that knowledge was the test. Report of the trial of *People v. Huntington*, 257, 260, 261, 263, 268, 269, 270, 271, 447.

In *Com v. Rodgers*, one expert testified that insane persons generally knew the distinction between right and wrong. The opinion of three experts was that the defendant was insane; that his reason had been overborne by delusion, and an insane and irresistible impulse or paroxysm. In coming to that conclusion, it does not appear that they were guided by the knowledge test; and upon their testimony it would seem that, in their opinion, knowledge was not the test. The Court instructed the jury that knowledge was the test. In the application of that test to the evidence, the Court adopted the language of the experts in relation to delusion and impulse, intending apparently to use delusion and impulse, not as a substitute for the knowledge test, or as a modification of it, but as an illustration of a process by which the knowledge of the wrongfulness of the act might be suddenly removed. The jury were unable to understand the law in the form in which it was stated in the instructions; and, after considering the question of sanity some time, they came into court and asked what degree of insanity would amount to a justification: but the Court added nothing to the instructions previously given. Report of the trial of *Com. v. Rodgers*, 149-166, 276-278, 281, 7 Metc. 500.

It is the common practice for experts, under the oath of a witness, to inform the jury, in substance, that knowledge is not the test, and for the judge, not under the oath of a witness, to inform the jury that knowledge is the test. And the situation is still more impressive, when the judge is forced by an impulse of humanity, as he often is, to substantially advise the jury to acquit the accused on the testimony of the experts, in violation of the test asserted by himself. The predicament is one which cannot be prolonged after it is realized. If the test of insanity are matters of law, the practice of allowing experts to testify what they are, should be discontinued; if they are matters of fact, the judge should no longer testify without being sworn as a witness and showing himself qualified to testify as an expert.

To say that the expert testifies to the test of mental disease as a fact, and the judge declares the test of criminal responsibility as a rule of law, is only to state the dilemma in another form. For, if the alleged act of a defendant was the act of his mental disease, it was not, in law, his act, and he is no more responsible for it than he would be if it had been the act of his voluntary intoxication, or of another person using the defendant's hand against his utmost resistance; if the defendant's knowledge is the test of responsibility in one of these cases, it is the test in all of them. If he does know the act to be wrong, he is equally irresponsible whether his will is overcome, and his hand used, by the irresistible power of his own mental disease, or by the irresistible power of another person. When disease is the propelling uncontrollable power, the man is as innocent as the weapon, the mental and moral elements are as guiltless as the material. If his mental, moral, and bodily strength is subjugated and pressed to an involuntary service, it is immaterial whether it is done by his disease, or by another man, or a brute, or any physical force of art or nature set in operation without any fault on his part. If a man knowing the difference between right and wrong, but deprived, by either of these agencies of the power to choose between them, is punished, he is punished for his inability to make the choice, he is punished for incapacity; and that is the very thing for which the law says he shall not be punished. He might as well be punished for an incapacity to distinguish right from wrong as for an incapacity to resist a mental disease which forces upon him its choice of the wrong. Whether it is a possible condition in nature, for a man knowing the wrongfulness of an act, to be rendered, by mental disease, incapable of choosing not to do it and of not doing it, and whether a defendant, in a particular instance, had been thus incapacitated, are obviously questions of fact. But whether they are questions of fact or of law, when an expert testifies that there may be such a condition, and that upon personal examination he thinks the defendant is or was in such a condition; that his disease has overcome or suspended, or temporarily or permanently obliterated his capacity of choosing between a known right and a known wrong; and the judge says that knowledge is the test of capacity, the judge flatly contradicts the expert. Either the expert testifies to law, or the judge testifies to fact. From this dilemma the authorities afford no escape. The whole difficulty is, that courts have undertaken to declare that to be law which is a matter of fact.

CORRUPT PRACTICES (MUNICIPAL ELECTIONS) ACT, 1872.

ADDITIONAL GENERAL RULES for the effectual execution of "The Corrupt Practices (Municipal Elections) Act, 1872," made by the Honourable Sir Colin Blackburn, Knight, one of the Justices of the Queen's Bench; the Honourable Sir Henry Singer Keating, Knight, one of the Justices of the Common Pleas; and the Honourable Sir Anthony Cleasby, Knight, one of the Barons of the Exchequer, the Judges for the time being on the rota for the trial of Election Petitions in England, pursuant to the Parliamentary Elections Act, 1868.

1. All claims at law or in equity to money deposited or to be deposited in the Bank of England for payment of costs, charges, and expenses payable by the Petitioners pursuant to the 16th General Rule, made the 20th day of November, 1872, by the Judges for trial of Election Petitions in England shall be disposed of by the Court of Common Pleas or a Judge at Chambers.

2. Money so deposited shall, if, and when the same is no longer needed for securing payment of such costs, charges, and expenses, be returned or otherwise disposed of as justice may require, by rule of the Court of Common Pleas or order of a Judge at Chambers.

3. Such Rule or Order may be made after such notice of intention to apply, and proof that all just claims have been satisfied or otherwise sufficiently provided for as the Court of Common Pleas or Judge at Chambers may require.

4. The Rule or Order may direct payment either to the party in whose name the same is deposited or to any person entitled to receive the same.

5. Upon such Rule or Order being made, the amount

may be drawn for by the Chief Justice of the Common Pleas for the time being.

6. The draft of the Chief Justice of the Common Pleas for the time being shall in all cases be a sufficient warrant to the Bank of England for all payments made thereunder.

7. The barrister engaged may appoint a proper person to act as crier and officer of the Court.

8. The shorthand writer to attend at the trial of a petition shall be the shorthand writer to the House of Commons for the time being, or his deputy, and the Master shall send a copy of the notice of trial to the said shorthand writer to the House of Commons.

COLIN BLACKBURN,
H. S. KEATING,
A. CLEASBY,

Judges for the time being, on the Rota for the trial of Election Petitions in England pursuant to the Parliamentary Elections Act, 1868.

Dated the 10th day of December, 1872.

The following is a complete List of the Petitions filed at the Common Pleas Rule Office under "The Corrupt Practices (Municipal Elections) Act, 1872," 35 & 36 Vict., Cap. 69.

Venue.	Petitioner.	Name and Address of Agent.	Respondent.	Name and Address of Agent.	Prayer, &c.
Southport Filed Nov. 18.	Wandsbrough	Gregory & Co., 1, Bedford-row. (This Petition is to	Barker	Special Case per Rule of the Court of Common Pleas.)	Seat prayed.
Birmingham Filed Nov. 23.	Pickering	Fearon, Clabon & Co., 21, Gt. George-street, Westminster.	Startin	Young, Maples & Co., Old Jewry.	Seat prayed.
Huddersfield Filed Nov. 25.	Haigh and another	Van Sandau & Cumming, 18, King-street, E.C.	Barker and another.	Cowdell, Grundy & Co., 26, Budge-row.	To annul election.
Barnstaple	Crassweller and others.	Guscotte, Wadham & Daw, 19, Essex-street, Strand.	Avery and others.	Clarke, Woodcock & Co., 10, Lincoln's-inn-fields, for Respondent, Ratcliffe; Church, Sons & Clarke, 9, Bedford row, for Respondents, Avery and Baylis.	Seat prayed.
Barnstaple	Davolls and others.	Church, Son & Co., 9, Bedford row,	Young	Guscotte & Co., 19, Essex-street, Strand.	To annul election.
Blackburn	Whittaker	Robinson & Preston, 35, Lincoln's-inn-fields.	Goodfellow ..		Seat prayed.
Blackburn	Boothman and others.	Robinson & Preston, 35, Lincoln's-inn-fields.	Eatough		To annul election.
Newcastle-on Tyne	Hardwick and others.	Hillyer, Fenwick & Co., 12, Fenchurch-street, E.C.	Brown		To void election.

NOTICE AS TO THE TRIAL OF THE PETITIONS.

The following notice has been signed by the two under-mentioned judges:—

We, being two of the Election Judges on the rota for the trial of Election Petitions in England, do hereby assign the following Petitions now at issue to be tried by the Barristers respectively, that is to say:—

BIRMINGHAM.—Pickering, Petitioner; Startin, Respondent. To be tried by G. M. Dowdeswell, Esq., Q.C. And we appoint James Llewellyn Matthews, Gentleman, 5, Great Winchester-buildings, to be the Registrar of his Court.

HUDDERSFIELD.—Haigh and another, Petitioners; Barker and another, Respondents. To be tried by J. J. Cleave, Esq.,

And we appoint Robert John Lowe, Sessions-house, Old Bailey, to be the Registrar of his Court.

BLACKBURN.—Whittaker, Petitioner; Goodfellow, Respondent. To be tried by T. W. Sanders, Esq. And we appoint George Read, Solicitor, Congleton, to be the Registrar of his Court.

BARNSTAPLE.—Crassweller and others, Petitioners; Avery and others, Respondents. To be tried by R. J. Biron, Esq. And we appoint Mr. Joseph Hollick Tickell, Sessions-house, Old Bailey, to be the Registrar of his Court.

16th December 1872.

COLIN BLACKBURN.
H. S. KEATING.

IRISH PETITIONS.

The Irish Law Times says:—On Friday, the 6th instant, the first petitions under the Local Government Act of 1871, and the Corrupt Practices at Municipal Elections Act of the past session, were lodged in the Election Petitions' Office

of the Court of Common Pleas. Two petitions were presented—one respecting the Rotundo Ward, and the other the North City Ward. The legal point raised is the same in both instances; but as these are the first proceed-

ings under the new system, we print the petition affecting the North City Ward in full. In the petition which affects the Rotundo Ward, the petitioner is Mr. Frederick Hamilton, solicitor, of 16, South Frederick-street, and the respondent is the sitting member, Mr. John Wallis. The prayers of both petitions are identical, and Mr. Frederick Hamilton is the agent for the petitioners in the two matters. The following is a copy of Mr. Redmond's petition:—

"To the Court of Common Pleas in Ireland.

"The Humble Petition of James John Redmond, of Roebuck, in the county of Dublin, pawnbroker, a Burgess of the borough of Dublin.

"Sheweth—1. That your petitioner is a Burgess of the borough of Dublin, and returned on the Burgess roll, and qualified to vote as such Burgess at Elections of Town Councillors to serve as representatives of the said borough in the Corporation of Dublin, and your petitioner thinks that in respect of a certain election of a certain Town Councillor, hereinafter mentioned, there has been an unlawful proceeding.

"2. That, upon the twenty-fifth day of November, one thousand eight hundred and seventy-two, your petitioner was a Councillor of the Corporation of Dublin for the North City Ward of the same borough, retiring or going out of office by rotation in manner provided by the 3rd and 4th Victoria, chapter 103, section 6.

"3. That elections for councillors for said borough were held on the said twenty-fifth day of November last, in the various wards of said borough; and amongst other wards an election was held for said North City Ward on that day.

"4. That, on Friday, the 22nd November last, a certain paper was lodged with William Henry, Esquire, Town Clerk of said Borough, which was in the words and figures following:—

"BOROUGH OF DUBLIN.

"NOMINATION PAPER.

"NORTH CITY WARD No. 12.

"I, the undersigned John R. Wigham, of 34, Capel-street, in the borough of Dublin, being a Burgess for the North City Ward, in said borough, do hereby nominate the following person as a proper person to serve as councillor for the North City Ward in the Town Council of the Borough of Dublin, viz.:—

Surname.	Other Names.	Abode.	Rank, Profession, or Occupation.
Lawler	Wm. Frederick	12, Bachelors'-walk, City of Dublin, and Lakefields, 169, Merriion-strand, Co. Dublin.	Auctioneer, Valuator, &c.

"Dated 22nd day of November 1872.

"Name, JOHN R. WIGHAM,
"34, Capel-street."

"5. That, save in so far as the said paper purports to nominate the said William Frederick Lawler, no person was nominated as a candidate opposing your petitioner at said election for the office of Town Councillor for said North City Ward.

"6. That said paper was printed and published outside the City Hall, Cork-hill, in the borough of Dublin, on Friday, the 22nd November last.

"7. That on Saturday, the 23rd November, petitioner served a notice on the persons to whom same is addressed in the words and figures following, viz.:—

"Municipal Elections, 1872, Borough of Dublin.

"To the Right Hon. Robert G. Durdin, Lord Mayor of Dublin. To William Joseph Henry, Town Clerk. To John Campbell, Esq. Alderman, and presiding officer of the North City Ward, in the borough of Dublin.

"Sir,—There being no legal or valid nomination paper delivered by or on behalf of Mr. William Frederick Lawler, of No. 12 Bachelors'-walk, in the City of Dublin, nominating the said Wm. Frederick Lawler as candidate for the office of Town Councillor of this ward, in said borough, as

required and prescribed by the statutes in that case made and provided.

"You are hereby required to take notice that the nomination of the said William Frederick Lawler, as town councillor for this ward in said borough, is wholly invalid and illegal; and I hereby caution you against publishing notice of the name of said William Frederick Lawler, as such candidate, and also against inserting the name of the said William Frederick Lawler in any ballot or voting paper as such candidate for said office for said North City Ward, or issuing such ballot or voting papers.

"And I also caution you, and protest against you, holding any such election, as aforesaid, for said ward, and also against receiving or recording any ballot or voting papers for or on behalf of said William Frederick Lawler, and against doing any act or acts whatsoever relating to or in furtherance of the election of the said William Frederick Lawler as such town councillor for said ward.

"You are further hereby required, pursuant to the statutes, to declare the undersigned duly elected and returned as town councillor for the said ward in said borough of Dublin, and to serve as such, pursuant to the statutes in such case made and provided.

"Dated this 23rd day of November, 1872.

"JAMES JOHN REDMOND,
of No. 118, Abbey-street, in the Borough
of Dublin, pawnbroker and town coun-
cillor."

"8. That on the same day your petitioner served the said William Frederick Lawler with a notice in the words and figures following:—

"Municipal Election, North City Ward.

"Sir—Take notice that I hereby take leave to caution you against seeking or assuming the office of Town Councillor of the ward at the ensuing election, published to be held on the 25th instant, inasmuch as you are disqualified and ineligible to be a candidate for such office, no nomination papers being delivered by you, or any person on your behalf, pursuant to the statutes in such case made and provided; and further take notice that you will render yourself liable to the penalties provided by such statutes should you persevere in seeking such office.

"Dated this 23rd November, 1872.

"JAMES J. REDMOND, No. 118, Abbey-street
"Pawnbroker and Town Councillor.

"To William Frederick Lawler, Esq.,
12, Bachelors'-walk."

"9. That your petitioner addressed a circular to his intended supporters, which was in the words and figures following:—

"NORTH CITY WARD.

"118, Abbey-street, 23rd Nov., 1872.

"My Dear Sir,—The nomination of my opponent Mr. Lawler being illegal and irregular, no valid election can be held I have therefore the pleasure of thanking you for your kind support, and the satisfaction of being able to relieve you from the trouble of recording your vote.

"I have the honour to remain yours faithfully,

"JAMES J. REDMOND."

"10. That on the morning of Monday, the 25th of November, at nine o'clock a.m., John Campbell, Esq., the Alderman of said North City Ward, proceeded to take the poll as between your petitioner and the said William Frederick Lawler under the provisions of the Ballot Act, one thousand eight hundred and seventy-two, in a certain house in Middle Abbey-street, neither the said paper or any other paper purporting to be a nomination paper was posted outside the said house, or on any part of the said building.

"11. That, immediately on the opening of said poll, your petitioner demanded of said returning officer to see the said paper, and required the said returning officer to state if he had received any nomination paper or any paper purporting to be a nomination paper; whereupon said returning officer informed your petitioner that he had not received any nomination paper or any paper purporting to be such, and that no such paper had been lodged with him.

"12. That your petitioner then and before protested against the legality of holding said election, and referred to the said notices previously served on said town clerk,

and on said returning officer, and on said William Frederick Lawler.

"13. That on opening the poll the said William F. Lawler handed to said returning officer a nomination paper of which your petitioner has not got a copy, but which purported to nominate said William Frederick Lawler, and was in a form resembling that given in the schedule to the Ballot Act, 1872, and signed by a proposer and seconder, and eight persons assenting to said nomination. You petitioner craves leave to refer to same when produced.

"14. That your petitioner caused each voter as he came to the poll to be served with a copy of the following:—

"To the Burgesses and Electors of the North City Ward in the Borough of Dublin.

"I, the undersigned, do hereby caution against voting or recording any balloting or voting paper for or in favour of William F. Lawler, at any election to be held for the office of Town Councillor of the said North City Ward as any such vote or votes will be invalid, illegal, and throw away, inasmuch as said William F. Lawler is not duly nominated as a candidate for, and is ineligible for election to the office of Town Councillor for the said ward, according to the statutes in that case made and provided, and the election of said William F. Lawler as such Town Councillor would be illegal and invalid.

"Dated this 23rd day of November, 1872.

"JAMES J. REDMOND,

"Town Councillor, 118, Abbey-street."

"15. That notwithstanding said cautionary notice and proceedings, the said returning officer proceeded to hold said election, and to take the votes and to supply ballot papers until the hour of four o'clock, when the said returning officer proceeded to count the ballot papers, and declared that said William F. Lawler had received one hundred and twenty-two votes, and your petitioner sixteen votes, and declared the election terminated.

"16. That on the following day the said returning officer certified at the Town Clerk's office, City Hall, Cork-hill, in the said borough, that the said William F. Lawler had received one hundred and twenty-two votes, and further certified that the said William F. Lawler has been duly elected for the said North City Ward to serve as Town Councillor.

"17. Your petitioner submits that he should now be declared re-elected as councillor for said North City Ward, as no person ever was nominated as a candidate at said election, under the provisions of the Acts regulating the procedure at municipal elections in Ireland.

"Your petitioner therefore prays—

"1st. That he may be declared elected to the office of councillor for said North City Ward, in the corporation of Dublin: or

"2nd. That said election may be declared void and the seat vacant, and a new election ordered.

"3rd. That your petitioner may have such other and further relief in the premises as to this honourable Court shall seem just.

"4th. That your petitioner may be entitled to the costs of this petition.

"JAMES J. REDMOND.

"Frederick Hamilton, Agent and Attorney."

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

Council Chamber, Lincoln's Inn,
20th July, 1872.

SCHEME FOR THE EDUCATION OF STUDENTS FOR THE BAR, OR FOR PRACTICE UNDER THE BAR, AND FOR THEIR EXAMINATION.

The Committee of Education and Examination.

1. That a permanent Committee of eight members be appointed by the Council, to be called the Committee of Education and Examination, of whom three shall be a quorum. That two members of such Committee, to be selected by the Committee, shall go out of office at the end of two years from the 11th January, 1873, and two members, to be selected in like manner, shall go out at the end of every succeeding two years. No member going out shall be re-eligible until he has been at least one year out of office.

2. That the Committee shall, subject to the control of the Council, superintend and direct the education and examination of students, and all matters of detail, in respect to such education and examination; and the Committee shall, at the end of every year, report to the Council as to the practical working of the scheme during that year.

Subjects for Instruction.

3. That students shall be provided with the means of education in the general principles of law, and in the law practically administered in this country, and for the purpose of such education, systematic instruction be given on the following subjects, viz.:—

Jurisprudence;
International Law—Public and Private;
Roman Civil Law;
Constitutional Law and Legal History;
Common Law;
Equity;
The Law of Real and Personal Property; and
Criminal Law.

Mode of Instruction.

4. That the educational year shall be divided into three terms, one to commence on the 1st of November, and to end on the 22nd of December, the second to commence on the 11th of January and to end on the 30th of March, and the third to commence on the 15th of April and to end on the 31st of July, subject to a deduction of the days intervening between the end of Easter and the beginning of Trinity Term.

5. That instruction be given by means of lectures and private classes, but that the attendance of students on such lectures and classes be not compulsory.

6. That the lectures and the instruction to private classes shall not necessarily be given by the same person, but professors appointed to deliver lectures may, if willing so to do, and the Council think fit, also give instruction to private classes.

7. That the Council shall, subject to any alteration which may hereafter be deemed necessary, appoint four professors viz.:—

- i. One of Jurisprudence, to give instruction in the subjects numbered i., ii., and iii. in Clause 26.
- ii. One of Common Law, to give instruction in the subjects numbered iv. and vii. in Clause 26 and in the Law of Evidence;
- iii. One of Equity;
- iv. One of the Law of Real and Personal Property.

8. That the Council shall appoint so many tutors as shall from time to time be deemed necessary to give instruction to private classes.

9. That the professors and tutors shall hold office at the pleasure of the Council, and shall, as a general rule, be continued in office for a period of three years, but not for a longer period, unless re-elected.

10. That previously to any appointment or re-election of a professor or tutor, due notice shall be given, by advertisement or otherwise, inviting candidates for the office.

11. That each of the Professors of Common Law, of Equity, and of the Law of Real and Personal Property shall, in every educational Term, deliver lectures to two classes of students, one of such classes to be an elementary and the other a more advanced class.

12. That to secure systematic instruction, the scheme of the lectures to be given by each professor shall be submitted to, and approved by, the Committee of Education and Examination at such times and in such manner as they shall direct.

13. That at the private classes there shall be given to students instruction in a more detailed and personal form than can be supplied by lectures, and also advice and direction for the conduct of their professional studies.

14. That the Council may, from time to time, make arrangements for the delivery of occasional lectures or courses of lectures on any legal subject by any persons other than the professors and tutors appointed under this scheme.

15. That students, in addition to availing themselves of the means of instruction provided by this scheme, be recommended to attend in the chambers of a barrister or pleader for the purpose of studying the practice of the law; but that such attendance be not compulsory.

16. That each professor who takes private classes shall receive a salary of 600 guineas a year, in addition to the proportion of fees to which he may be entitled under clause 19.

17. That each professor who shall not take private classes shall receive a salary of 400 guineas a year, and also, for each term, a fee of as many guineas as shall equal the daily average number of students who shall have attended his lectures during the term; but such salary and fees shall not together exceed 700 guineas in any one year.

18. That each of the tutors shall receive a salary of 300 guineas a year, in addition to the share of fees to which he may be entitled under the next clause.

19. That at the end of each year the fees to be paid by students for the privilege of attending private classes during that year, shall be divided amongst the professors or tutors (as the case may be) who shall have given instruction to such private classes, in proportion to the number of students who shall have attended their respective private classes.

Payments by Students.

20. That each student shall pay on admission a sum of five guineas, which shall entitle him to attend the lectures of all the professors so long as he shall be a student; and he shall, on payment of five guineas per annum, be privileged to attend all the private classes.

The Examiners.

21. That there be a Board of six Examiners, to be appointed by and to hold office during the pleasure of the Council; but no examiner shall hold office for more than three years consecutively, nor shall he, after he has held office for that period, be re-eligible until he has been at least one year out of office.

22. That in every year after the second, two of the examiners, to be selected by the Council, shall retire.

23. That each examiner shall receive a salary of 120 guineas a year.

24. That before the appointment of any examiner, notice shall be given by advertisement or otherwise, as the Council shall direct, inviting candidates for the office.

25. That no member of the Council, and no person who is, or within two years had been, a Professor or Tutor appointed by the Council, shall be eligible as an examiner.

The Examinations.

26. That the subject for examination shall be the following:—

- i. Jurisprudence, including International Law, Public and Private;
- ii. The Roman Civil Law;
- iii. Constitutional Law and Legal History;
- iv. Common Law;
- v. Equity;
- vi. The Law of Real and personal Property;
- vii. Criminal Law.

27. That no person shall receive from the Council the certificate of fitness for call to the Bar required by the Inns of Court unless he shall have passed a satisfactory examination in the following subjects, viz., 1st, Roman Civil Law; 2ndly, The Law of Real and personal Property; and 3rdly, Common Law and Equity.

28. That no student shall be examined for call to the Bar until he shall have kept nine terms; except that students shall have the option of passing the Examination in Roman Civil Law, required by clause 27, at any time after having kept four terms.

29. That the Council may accept a degree in law granted by any University within the British dominions as an equivalent for the examination in any of the subjects mentioned in clause 27, other than Common Law and Equity; provided the Council is satisfied that the student, before he obtained his degree, passed a sufficient examination in such subject or subjects.

30. That there shall be four examinations in every year, one of which shall be held in sufficient time before each law term to enable the requisite certificates to be granted by the Council before the first day of such term. The days of examination shall be fixed by the Committee, and at two of such examinations, viz., at those to be held next before Hilary and Trinity Terms, there shall be an Examination for Studentships and Honors.

31. That the Honors List shall contain two classes, in both of which the list shall be alphabetical. The Examination for Honors shall be in the subjects mentioned in clause 26. And no student shall be entitled to be placed in either class unless he shall have passed a satisfactory examination in all the subjects mentioned in clause 27.

32. That as an encouragement to students to study Jurisprudence and Roman Civil Law, twelve Studentships at 100 guineas each be established, and divided equally into two classes; the 1st class of studentships to continue for two years, and to be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the 2nd class to continue for one year only, and to be open for competition to any student, not then already entitled to a studentship, as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the Council, on the recommendation of the Committee, after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the best Examination in both Jurisprudence and Roman Civil Law. But the Committee shall not be obliged to recommend any studentship to be awarded if the result of the examination be such as, in their opinion, not to justify such recommendation.

33. That each Inn of Court bear the expense of the studentships awarded to its own students.

34. That the Examiners shall submit their Examination Papers to the Committee for approval at such time as the committee shall direct, and that the standard required for each class in studentships and honors and for pass certificates, and the number of marks to be attributed to each paper, shall also be submitted to the Committee for their approval.

35. That previous to each examination the Committee shall give such notice as they shall think fit of the books and branches of subjects in which students will be required to pass at such examination in order to be entitled to a certificate under clause 27.

36. That the examinations shall be partly in writing and partly *vis à voce*.

37. That one examiner at least shall be present during the whole time of the examination in writing.

38. That the Board of Examiners shall, after each examination, report the result thereof to the Committee, who shall submit to the Council the names of those students (if any) who are in their opinion entitled to receive certificates under clause 27 or to obtain studentships or honors; and the Inn of Court to which any student placed in the first class of honors shall belong may, if desired, dispense with any number of terms, not exceeding two, which may remain to be kept by such student previously to his being called to the Bar.

39. That no student be at liberty to practise under the Bar until he shall have received from the Council such a certificate as would be requisite for call to the Bar.

When this Scheme shall Supersede the Former One.

40. That on the first day of January, 1873, the provisions of the Consolidated Regulations of 1869, as to examinations, exhibitions, studentship, and certificates of honour, shall cease; but not so as to affect any studentship or exhibition, or the benefit of any certificate of honour which shall have been conferred prior thereto.

As to Students Admitted before 1st January, 1872.

41. That attendance upon the lectures and private classes of professors and tutors established under this scheme, and the passing of the examination required for call to the Bar, or for practice under the Bar, shall, as regards students admitted before the first day of January, 1872, be equivalent to attendance upon the lectures and private classes, and the passing of a General Examination mentioned in Rules 15 and 22 of the said Consolidated Regulations of 1869.

42. That students shall be bound by such variations as may from time to time be made in this scheme.

(Signed) SPENCER H. WALPOLE,
Chairman, pro tem.

Council Chamber, Lincoln's Inn,
10th December, 1872.

At a meeting of the Council of Legal Education, it was ordered that the following clauses be added to the scheme:—

1. That having regard to the wishes expressed by the two Societies of the Temple, a professor be appointed for one year from the 1st of January, 1873, to continue the Lectures and Classes on Hindu and Mahomedan Law and the Laws in force in British India, on the same terms as at present, with power to the Council from time to time to continue the professorship for a longer period on such terms as they shall think fit.

2. That all students who have entered before the 1st January, 1873, shall be entitled to compete for the studentships mentioned in Rule 32, provided they shall not have kept more than eleven terms at the time of examination.

3. That Rule 32 shall not come into operation until the 1st of January, 1874, and that the Examination for honours, held pursuant to Rule 30, shall be held before Trinity and Michaelmas Terms in the year 1873, instead of before Hilary and Trinity Terms, and that studentships and exhibitions of the same amounts, and tenable for the same periods as provided by Rule 47 of the Consolidated Regulations of 1869, shall be conferred as provided by such Rules.

(Signed) SPENCER H. WALPOLE,
Chairman, pro tem.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The Preliminary Examination in General Knowledge will take place on Wednesday, the 14th, and Thursday, the 15th May, 1873, and will comprise—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English History.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the Examination on the 14th and 15th May, 1873:—

- In Latin . . . Sallust, Catilina, or Horace, Odes, book I. and III.
In Greek . . . Homer, Iliad, book VI.
In Modern Greek *Βυζαντινὴ Γραμματικὴ τῆς Ἀρχαίας Γραμματικῆς*.
In French . . . Chateaubriand, Voyage en Amerique, pp. 267 and 342, or Voltaire, Tancrède.
In German . . . Lessing, Emilie Galotti, or Goethe, Torquato Tasso.
In Spanish . . . Cervantes, Don Quixote, cap. xv. to xxx., both inclusive, or Moratin, El Sí de las Ninas.
In Italian . . . Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive, or Tasso's Gerusalemme, 4, 5, and 6 cantos, and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

COLONIAL APPEALS.

The subject of appellate jurisdiction is one which is now attracting much attention, not only in England, but in the most important of her colonies. We print in another place the report of the commissioners of Victoria, concerning the establishment of a court of appeal for Australasia. As to the Dominion, we gave our readers some time ago the draft of the Supreme Court Bill; but difficulties have arisen in the establishment of the Court from the fact that Quebec pursues a system of law different from that of the other provinces. This is precisely the same difficulty in kind, though less in degree, which has long prevented the establishment in the mother country of a more satisfactory Court for colonial and other appeals than the Privy Council.

The Judicial Committee of the Privy Council as a Court of ultimate appeal has long occupied a very anomalous position. Its decisions, final and of supreme authority as regards the Colonies, are yet not considered binding upon the superior courts of Great Britain and Ireland. Unlike the decisions of the House of Lords, as a Court of Appeal, which are authoritative declarations of the law to be followed in all courts, not to be over-ruled by the House itself in subsequent appeals, not to be gotten rid of save by legislative interference, those of the Privy Council, while no doubt determining the particular case under appeal, are not necessarily to be followed in other cases involving the same point for adjudication.

That these observations may not seem exaggerated, let a few cases be noted as confirmatory of what has been advanced. Upon the construction of an Imperial Act of Parliament passed in 1861, giving the Admiralty jurisdiction in case of damage done to a ship, it was held by the Privy Council that the term "damage" in the Act extended to a case of personal injury: *The Beta*, L. R. 2 P. C. 447, 17 W. R. 933. The Court of Queen's Bench declined to follow this decision, and have held upon demurrer to a declaration in prohibition that the term did not include injury of such a character: *Smith v. Brown*, L. R. 6 Q. B. 729, 19 W. R. 1165. So, on an earlier occasion, in *The General Steam Navigation Company v. The British and Colonial Navigation Company*, L. R. 3 Ex. 330, the majority of the Barons thought themselves not bound to follow a prior decision of the Privy Council on a question of pilotage as reported in *The Stettin*, Brow. & Lush, 199, 203, 31 L. J. P. D. & Ad. 208. From this view Kelly, C.B., dissented, on the ground that he did not feel himself at liberty to depart from the law laid down "by the overruling authority of the Judicial Committee of the Privy Council, which, being a decision of a Court of last resort," should be taken to govern. Again, when upon the highly important question, as to whether Colonial Legislative Assemblies had inherent power to punish by imprisonment for a contempt committed outside the House, the Privy Council at first, in 1836, affirmed the doctrine that there was such a power: *Beaumont v. Barrett*, 1 Moo. P. C. C. 59. But when, in 1842, another appeal came up, presenting the same matter for adjudication, the same Court, delivering judgment through the same judge, Parke, B., disaffirmed the existence of any such constitutional power as a legal incident in Colonial Houses of Assembly: *Kielly v. Carson*, 4 Moo. P. C. C. 63. This later opinion was adhered to when, for a third and last time, in 1858, the same question arose in *Fenton v. Hamilton*, 11 Moo. P. C. C. 347. [Affirmed in Ex. Ch. 17 W. R. 741.—Ed. S. J.]

With this fluctuation of decision contrast the judicial position of the House of Lords as set forth in the language of Lord Campbell: "By the constitution of the United Kingdom, the House of Lords is the Court of Appeal in the last resort, and its decisions are authoritative and conclusive declarations of the existing state of the law, and are binding upon itself when sitting judicially, as much as upon all inferior tribunals." *The Attorney-General v. The Dean and Canons of Windsor*, 8 H. of L. C. 391. See also the language of Lord Eldon in *Fletcher v. Lord Sondes*, 1 Bligh. N. R. 144, 249, on the same point, and per James, V.C., in *Topham v. Portland*, 38 L. J. N. S. Ch. 513, 17 W. R. 911.

The *Solicitors' Journal* maintains that there are six points which are essential to the existence of a satisfactory Supreme Court of Appeal: It should be (1) single; (2) Imperial; (3) constant; (4) of weight corresponding to its authority;

(5) reasonably rapid in action; and (6) not prohibitory in point of expense. Without commenting upon all these points, we may say, as to the first, there is no doubt it is extremely desirable to do away with the distinctions which we have shown to exist between the decisions of the two present Courts of ultimate appeal. The law as laid down by the one highest Court should be of validity for all purposes, in all courts, and at all times, till changed by statute. In no other way can certainty in the law be reached. By the second requisite is meant that the members of the Court should be drawn not only from the English, but from the Scotch, Irish, and Colonial bench. In other words, that it should be in truth a representative Court, where at least one of the judiciary body should be practically acquainted with each of the different systems of law which obtain over the wide-spread dominions of England. Only in this way, it seems to us, can the fourth requisite be secured; so that in learning and judicial experience colonists may regard this tribunal as superior, not only in name, but in fact, to their own Provincial Courts. When Mr. Knapp first began, some thirty years ago, to report the decisions of the Privy Council, Sir John Leach, in his usual imperious style, refused to lend an ear to the new reports, at the same time acutely remarking that decisions regarding systems of jurisprudence of which the Court knew little or nothing could never acquire authority; and that it was a useless exposure of inevitable and incurable judicial incapacity to publish their judgments. These strictures are to a considerable extent well founded. The surest way to obviate them and others of a like kind is to constitute the appellate court in manner as indicated; thereby its moral weight shall be decisively greater than the Colonial and other Courts whose decisions it reviews. Apart from this great advantage, there is another which we need hardly elaborate. That is, the very strong bond of union which would be thus formed between the mother country and her colonies. It would be, we conceive, constitutionally impossible, as well as highly undesirable, to do away with the right of appeal from the colonies to the Privy Council. Practically but few appeals go there from this Province, so strong, and, in many respects, so well constituted is our own Provincial Court of Appeal. According to statistics laid before the Dominion Parliament, there were between the years 1869 and 1872 but two appeals from Ontario to the Privy Council. From the other Provinces the figures stood thus: Nova Scotia, one; New Brunswick, two; Quebec, twenty-one. Yet though we of this Province are seldom before the Privy Council, we should not relish being deprived of the right to go there. While our confidence is great in the present constitution of the Judicial Committee, yet a reformation such as has been mooted, and the infusion of a Colonial element into the appellate system, would afford us the highest satisfaction. In no more grateful way could our Colonial status be recognised than in the establishment of one great Imperial Court of pre-eminent jurisdiction and paramount authority, elevation to the bench of which should be the highest goal of Colonial forensic ambition.—*Toronto Local Courts and Municipal Gazette.*

PUBLIC COMPANIES.

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	113
Stock	Caledonian	100	109½
Stock	Glasgow and South-Western	100	126
Stock	Great Eastern Ordinary Stock	100	41½
Stock	Great Northern	100	134½
Stock	Do., A Stock	100	158
Stock	Great Southern and Western of Ireland	100	113
Stock	Great Western—Original	100	124½
Stock	Lancashire and Yorkshire	100	156½
Stock	London, Brighton, and South Coast	100	77½
Stock	London, Chatham, and Dover	100	93
Stock	London and North-Western	100	151
Stock	St. Albans and North-Western	100	106½
Stock	Manchester, Sheffield, and Lincoln	100	86½
Stock	Metropolitan	100	69½
Stock	Do., District	100	29½
Stock	Midland	100	143
Stock	North British	100	77½
Stock	North Eastern	100	165
Stock	North London	100	117
Stock	North Staffordshire	100	74½
Stock	South Devon	100	75
Stock	South-Eastern	100	103

GOVERNMENT FUNDS.

Last Quotation, Dec. 20, 1872.

3 per Cent. Consols, 91½ x d	Annuities, April, '85 9½
Ditto for Account, Jan. 3, 91½	Do. (Red Sea T.) Aug. 1898 18½
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 2 dis
New 3 per Cent., 91½	Ditto, £500, Do — 2 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 3 per Cent., Jan. '78	Ct. (last half-year) 215
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74, 205	Ind. Inf. Pr., 5 p Ct., Jan. '73
Ditto for Account, Jan. 3, 91½	Ditto, 5½ per Cent., May, '79 105
Ditto 5 per Cent., July, '80 108½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '83 103½	Do. Do., 5 per Cent., Aug. '73 101
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Enforced Ppr., 1 per Cent. 96	Ditto, ditto, under £1000

MONEY MARKET AND CITY INTELLIGENCE.

No alteration has been made this week in the Bank rate of discount, and the best authorities seem to anticipate that money will remain for some time at a rather high value. The proportion of reserve to liabilities has now increased to close upon 52 per cent., from about 49½, at which it stood last week. The Stock Exchange markets have been dull, but close rather better. Paraguayan bonds fell heavily on Thursday, standing at the close of the market at 65. The reason of the depression is stated to have been the occurrence of some disagreement between the Finance Minister of Paraguay and the contractors, with reference to the applications of the proceeds of the loan. Erie shares have advanced 7 dollars on receipt of telegram from New York stating that Gould had consented to recoup to the shareholders nearly £3,200,000.

The Vice-Chancellor of Cambridge University, has given notice of the resignation of Dr. Abdy, Regius Professor of Civil Law, at the end of the present year.

The Lord Chief Justice announced in the Court of Queen's Bench, on Thursday week, that on and after the Nisi Prius sitting in Hilary Term, the jurors summoned would be liable to serve during one week only, instead of the entire sittings, as hitherto, this alteration being made in compliance with the numerous complaints of jurymen as to the inconvenience they were subjected to under the present system.

HOME OFFICE.—Mr. Henry Thring, the Parliamentary counsel to the Home Office, has had the honour of the Companionship of the Bath conferred upon him.—*Observer.*

ALARMING PROSPECT FOR THE BAR.—The *Lancet* is informed that a lady has applied, or is about to apply, to the benchers of the Inns of Court, with the intention of keeping terms for the bar.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

PUGH—On Nov. 25, at 6, Dorset-square, the wife of T. L. Pugh, Esq., barrister-at-law, of a daughter.

SAUNDERS—On Dec. 16, at Moss Hall-grove, Finchley, the wife of Albert Saunders, of Doctor's-commons, solicitor, of a daughter.

SCOTT—On Dec. 8, at Stone, near Berkeley, Gloucestershire, the wife of Chas. Scott, Esq., solicitor, of a son.

MARRIAGE.

BRIGHOUSE—LYON—On Dec. 10, at the parish church, Ormskirk, Samuel Brighouse, of Ormskirk, solicitor, to Kate, youngest daughter of Mr. Edward Woods Lyon, Holly Bank, Aughton.

DRUMMOND—MASON—On Dec. 16, at St. Luke's, New Kentish Town, London, William Drummond, solicitor, Edinburgh, to Emily Ann, only daughter of the late Charles Mason, F.R.A.S. of the London and North Western Railway.

HAGGARD—BARKER—On Dec. 16, at St. George's, Hanover-square, Bazett Michael Haggard, Esq., barrister-at-law, to Julia Diana, elder daughter of George Barker, Esq., of Ship-dham and Holt Lodge.

MARRIOTT—TENNANT—On Dec. 17, at the parish church, Auster, Staffordshire, William Thackeray Marriott, of Lincoln's-inn, Esq., barrister-at-law, to Charlotte Louisa, eldest daughter of the late Captain Tennant, R.N., of Needwood House, Staffordshire.

YOUNG—LEA—On Dec. 19, Francis Young, Esq., of 14, Onslow-square, and 6, Stone-buildings, Lincoln's-inn, barrister-at-law, to Ann Elizabeth Lea, of Oakhill, Hampstead, youngest daughter of the late George B. Lea, Esq., of The Larches, Kidderminster.

DEATHS.

Du Bois—On Dec. 12, Caroline Eliza, the wife of Theodore Du Bois, of 15, Cromwell-road West, Kensington, and Roll's-chambers, Chancery-lane, barrister-at-law.
LYNCH—On Dec. 18, at Dublin, the Hon. David Lynch, Judge of the Land's Estates Court, in the 60th year of his age.
WHYTE—On Dec. 16, after a few days' illness, Abigail, the beloved wife of Wm. Jn. Whyte, Esq., of 19, Norfolk-crescent, Hyde-park, and No. 27, Bedford-row, aged 61.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Dec. 13, 1872.

LIMITED IN CHANCERY.

Dutch Waterworks Company Limited.—Petition for winding up, presented Dec 5, directed to be heard before Vice Chancellor Malins, on Dec. 20. Gregson, Angel ct, Throgmorton st, solicitor for the petitioners.

Limhouse Works Company (Limited).—Petition for winding up, presented Dec 9 directed to be heard before Vice Chancellor Malins, on Dec. 20. Wood and Hare, Basinghall st, solicitors for the petitioner.
London, Birmingham, and South Staffordshire Bank (Limited).—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to Charles Fitch Kemp, of 8, Walbrook. Wednesday, Jan 15 at 12, is appointed for hearing and adjudicating upon the debts and claims.

North of Europe Land and Mining Company (Limited).—Petition for winding up, presented Dec 10, directed to be heard before Vice Chancellor Bacon, on Dec. 21. Kays, New inn, Strand, solicitor for the petitioner.

Windsor and Annapolis Railway Company (Limited).—Petition for winding up, presented Dec 7, directed to be heard before the Master of the Rolls, on Dec. 21. Flux and Co, East India avenue, solicitors for the petitioner.

TUESDAY, Dec. 17, 1872.

LIMITED IN CHANCERY.

Bishops Waltham Clay Company (Limited).—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Richard Hall, Jan. 37, St George st, Westminster.

Import Fish and Oyster Company (Limited).—Petition for winding up, presented Dec 14, directed to be heard before the Master of the Rolls, on the first petition day in Hilary Term, Miller, Copthall ct, solicitor for the petitioners.

Middleton, Cotton Spinning and Manufacturing Company (Limited).—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims to Thos Bailey Bromley, 122, Commercial blgds, Cross st, Manx. Monday, Feb 3 at 12, is appointed for hearing, and adjudicating upon the debts and claims.

Robert Cook and Company (Limited).—By an order made by the Master of the Rolls, dated Dec 7, it was ordered that the voluntary winding up of the above company be continued. Pilgrim and Phillips, Church ct, Lothbury; agents for Smith and Hinde, Sheffield, solicitors for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Dec. 13, 1872.

United Benefit Society of Tradesmen, Yeomen, and Mechanics, Pontypriid. Dec 7

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Dec. 10, 1872.

Ashworth, Jas, Huncott, Lancashire, Stonemason, Dec 31. Caig & Parker, V.C. Malins. Hall, Accrington
Barnard, Chas, Harlow, Essex, Farmer. Jan 11. Clapham & Barnard, V.C. Wickens, Thorn, Bedford row
Beach, Thos, Edbaston, Birm, Merchant. Dec 31. Beach & Beach, V.C. Malins, Whately, Birm
Daniel, Elwd, Bristol, Attorney. Jan 11. Crossman & Daniel, V.C. Wickens, Burgess and Lawrence, Bristol
Electra Steamship. Feb 21. Morrison & London Steamship Company Limited, V.C. Wickens
Johnson, Jas, Spital sq, Merchant. Jan 15. Goddall & Johnson, M.R. Johnston, Geo, Harborne, nr Birm, Surgeon. Jan 10. Johnston & Wright, M.R. Wills, Birm
Kendall, Chas, Over Darwen, Lancashire, Gent. Jan 10. Syms & Kendall, M.R. Kendall, Union Park chambers, Carey st
Lewis, Jas, Llanelli, Carmarthen, Retired Victualler, Jan 11. Gilbert & Hopkins, V.C. Wickens, Johnson, Llanelli
Pridden, Wm, Brighton, Sussex, Clerk in Holy Orders. Jan 10. Craske & Read, V.C. Wickens, Warriner, 64 Tower st
Ramsay, Wm, Teddington, Gent. Jan 10. Mininton & Paul, V.C. Malins, Collins, King William st, London Bridge
Schfield, Sarah Ann, Mickelthorpe, Cheshire, Spinster. Jan 11. Camenson & Schofield, V.C. Wickens. Cobbett and Co, Manx
Stewart, Lawrence Robertson, Strand-on-the-Green, Gent. Jan 7. Doolerworth & Stewart, V.C. Malins. Scale, Lincoln's inn fields
Ware, Mary, York, Spinster. Jan 3. Blyth & Atkinson, M.R. Seymour and Co, York

FRIDAY, Dec. 13, 1872.

Crown, Flo, Reading, Berks, Gent. Jan 11. Timothy & Crown, V.C. Malins. B'gers, Reading
Forde, Sam, Rhyddyn, Flint, Ironmaster. Jan 21. Poole & Poole, V.C. Wickens. Tulkard and Co, Old Jewry

Scarth, Fras, Welbeck st, Cavendish sq, Gent. Jan 21. Sampson & Scarth, V.C. Wickens. Harri and Finch, Welbeck st, Cavendish sq
Seiby, Edwd, Blyth hill, Forest Hill, Merchant. Jan 15. Seiby & Robinson, V.C. Wickens. Fielder and Co, Goddman st, Doctors' commons
Taylor, Katherine Mason, Goring, Oxford, Wilow. Jan 7. Taylor & Taylor, M.R. Taylor, Furnival's inn, Holborn
Walker, Stephen, Down pl, Farm, nr Guildford, Farmer. Jan 13. Walker & Walker, V.C. Bacon. Fry, Mark lane
Wilson, Thos, Titchfield, Hants, Retired Major. Jan 12. Rasch & Wilson, V.C. Malins. Simpson and Warner, Golden sq

TUESDAY, Dec. 17, 1872.

Attree, Geo Thos, Brighton, Sussex, Builder. Jan 8. Sayers & Osbaliston, M.R. Coxwell, Walbrook
Colins, Wm Jn, E'gabaston, Warwick, Ironmongers' Factor. Jan 20. Laisner Free, V.C. Wickens. Tyndall and Co, Birm
Deakin, G, Broughton Hackett, Worcester, Farmer. Jan 11. Lechmere & Deakin, V.C. Wickens. Parker and Co, Worcester
Fusi Yama, British barque. May 2. Wat son & Grinnell, V.C. Malins
Hartley, Joseph, Colverley, York, Cloth Manufacturer. Jan 8. Shann & Hartley, V.C. Wickens. Dawson and Graves, Bradford
Hurst, Isaac Blackburn, Park ter, Brockley lane, Gent. Jan 9. Hurst & Hurst, V.C. Malins. Mercer, Copthall ct
Pargnary Screw steamer. Jan 20. Alston & Armstrong, V.C. Bacon
Tann, Wm, East Dereham, Norfolk, Farmer. Jan 20. Tann & Blomfield, V.C. Malins. Robinson, Watton

Creditors under 22 & 23 Vict. cap. 85.

Last Day of Claim.

FRIDAY, Dec. 13, 1872.

Attwater, Fanny, Fern Lea, St John's rd, Brixton, Spinster. Jan 15. Copp, Essex ct, Strand
Bond, Robt, Cranborne, Dorset Carrier. Jan 1. Rawlins
Callander, Eleanor, Whitehaven, Cumberland. Jan 14. Brockbank and Helder, Whitehaven
Gallander, Jas Wm, Whitehaven, Cumberland, Gent. Jan 14. Brockbank and Helder, Whitehaven
Callander, Margaret, Whitehaven, Cumberland. Jan 14. Brockbank and Helder, Whitehaven
Cresdee, Balh, Northport, Dorset Farmer. Feb 10. Marshfield
Cumbers, Saml, Wandsworth, Gent. Feb 1. Kimber and Ellis, Lombard st
Douglas, John, Skirbeck, Lincoln, Proprietor, Travelling Theatre. Feb 8. Rutland and Graves, Peterborough
Elis, Charlotte Mary, Versailles rd, Newnall, W. Dorset. Feb 2. Dices and Sons, Angel ct, Tower street
Fisher, John, Shaftsbury st, New North rd, Hoxton, Gent. Jan 15. Croxther, Gray's inn sq
Frie d, Robt, High Lea, Hint n' Metell, Dorset, Yeoman. Jan 1. Rawlins
Furse, Anna Sophia, Surrenden Dering, Kent, Widow. Jan 31. Cox and Kinson, Beaminster
Fildew, John, Exeter, Bookseller. Jan 15. Force and Battishill, Exeter
Fulcr, Louisa Sophia, Nutfield, Surrey, Spinster. March 25. Morrison, Reigate
Harris, Zachariah, Yarnolds, Hereford, Gent. March 1. Lloyd, Leominster
Hay, John, Newcastle upon Tyne, Gent. Feb 8. Legg, Newcastle upon Tyne
Holworth, Robt, Union st, Hackney rd. Jan 10. Smith, King William st
Jones, Phoebe, St Gormans rd, Forest Hill, Wilow. Jan 18. Keene and Marshall, Lower Thames st
Kitchen, Wm, Upton, Nottingham, Gent. Feb 1. Stanton, Southwell
Marriott, Joseph, Fiskerton Mill, Nottingham, Miller. March 18. Stanton, Southwell
Norman, Hon John Paxton, Calcutta, East Indies, Officiating Chit Justice. March 25. James and Simmons, Wincing
Nelson, John, Southwick crescent, Hyde Pk, Proctor. Jan 31. Nelson, Goddman st, Doctors' commons
Priest, Amy, Norwich, Widow. Feb 1. Winter and Francis, Norwich
Rawlins, James, Midenhead, Berks, Esq. Jan 1. Rawlins
Reavely, Thos, Kinnerley Rectory, Hereford, Gent. Stanton and Atkinson, Newcastle upon Tyne
Robinson, Geo, Appleby, Westmorland, Bridge Master. Feb 1. Wright Carlisle
Rodham, Frances, Wellington, Somerset, Widow. Feb 1. White, Wellington
Spicer, John, Black Lion inn, Hyman's inn, Retired Publican. Jan 14. Clapham, Warwick pl, Kensington
Stephenson, Frances Eliza, Sheerness, Kent Spinster. Jan 1. Copland, Sheerness
Satchell, John, Halifax York, Brush Manufacturer. Jan 20. Earnes and Emmet
Turner, Jas, Seaforth, Lancashire, Baker. March 31. A'kinson, L'pool
Haansbergen, Wm, John Van, Newcastle upon Tyne, Gent. Feb 2. Stanton and Atkinson, Newcastle upon Tyne

TUESDAY, Dec. 17, 1872.

Agge, Mary Ann, Boyn Hill, Berks, Widow. Jan 31. Brown, Maidenhead
Anderson, John, Edmund, Henlade, Somerset, Esq. Feb 13. Freshfield, Bank blgds
Atkins, John Pely, Halstead Pl, Kent, Esq. March 29. Karslake, Regent st
Heane, Wm, Man-field, Nottingham, Painter. Feb 1. Woodcock, Mansfield
Hollinshead, Joseph, Church Hill Farm, Over, Cheshire, Farmer. Jan 22. Coake, Winford
Marley, Geo, Upper Berkeley st, Portman sq, Gent. Jan 10. Busby Mark lane
Pannell, Chas, Upper Clapton, Shipowner. Jan 27. Torr and Co, Bedford row
Prie, John, Llanrhialadr Hall, Denbigh, E-q. March 10. Jones and Son, Denbigh
R'w, Sarah, South Shields, Darham, Spinster. March 17. Parria, South Shields

Saunders, Helen, Shillingford, Oxford, Spinster. Feb 12. Bartlett, Abingdon
Smith, Francis, Brinscoe nbs, Devon, Yeoman. Feb 8. Dennett and Cumming, Chard
Trenth, Richard, Stevenston, Berks, Yeoman. Feb 1. Burdett, Abingdon
Welton, Cornelius, Woodbridge, Suffolk, Estate, Agent. Feb 15. Welton, Woodbridge
Wise, Wm, Stittingbourne, Kent, Coach Builder. Jan 13. Copland, Sheerness

Bankrupts.

FRIDAY, Dec. 13, 1872.

Under the Bankruptcy Act, 1863.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Bowles, Station Peabody, Robt Caldwell Mackay Bowles, Wm Barrows
Bowles, Hy Cushing stetson. and Nathan Appleton, Straut, Bankers.
Pat Dec 10. Roche. Jan 9 at 11
Flewood, Robt, Upper Russell st, Bermondsey, Felmingers. Pat Dec 11. Hazlett. Jan 10 at 12
Hancok, Chas John, and Richard Barbrook, Hanover st. Hanover sq.
Jewellers. Pat Dec 11. Roche. Jan 10 at 12
Hunt, Herbert W, Eatchamp. Pat Dec 10. Birmingham. Jan 10 at 11
Hunt, H Wallen, Snarebrook, Essex, Gent. Pat Dec 11. Roche. Jan 10 at 12
Sykes, Edmund Sheppard, Garzon st, Mayfair, Dist. Pat Dec 10. Hazlett. Jan 10 at 11

To Surrender in the Country.

Adams, Hy Jones, Somerset, Clevedon, out of business. Pat Dec 9. Hurley. Bristol, Jan 6 at 14
Ell, Geo, Pershore, Worcester, Auctioneer. Pat Dec 13. Crisp. Worcester, Dec 31 at 11
Lund, Thos, Blackburn, Lancashire, Comm Agent. Pat Dec 9. Bolton. Blackburn, Dec 24 at 11
Snelgar, John Hy, Workop, Notts, Architect. Pat Dec 10. Wake. Sheffield, Dec 23 at 2
Southwood, Wm, and Gaspar Unger, Bathford, Somerset, Paper Manufacturers. Pat Dec 9. Smith. Bath, Dec 23 at 3
Walker, Wm, and Jas Walker, Maidstone, Kent, Drapers. Pat Dec 10. Maidstone. Maidstone, Jan 6 at 12
Ware, Robt, and Thos Wm Rutter, Lantport, Hants, Wine Merchants. Pat Dec 9. Howard. Portsmouth, Jan 4 at 12

TUESDAY, Dec. 17, 1872.

Under the Bankruptcy Act, 1863.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Evans, Geo, Gloucester pl, Portman sq, no occupation. Pat Dec 12. Pears. Jan 7 at 12
Peeck, A G, Nicholas lane. Pat Dec 11. Roche. Jan 16 at 1

To Surrender in the Country.

Bearmore, Edmund Brown, B.R.N, Chemist. Pat Dec 12. Chantler. Birm, Jan 7 at 2
Galpin, Geo Isaac, Downton, Wilts, Innkeeper. Pat Dec 11. Wilson. Salisbury, Dec 30 at 2
Graville, Joan, and Joan Graham, Lpool, Cotton Brokers. Pat Dec 11. Hime. Lpool, Jan 9 at 2
Hides, Joseph, Barnett, Wisbeach Fen, Cambs, Farmer. Pat Dec 11. Partridge. King's Lynn, Jan 1 at 12
Jones, Chas W, Southport, Lancashire, Tailor. Pat Dec 12. Hime. Lpool, Jan 2 at 2
O'Grann, John Hy, Southport, Lancashire, Draper. Pat Dec 12. Hime. Lpool, Jan 3 at 2
Oldham, John, King's Lynn, Norfolk, Grocer. Pat Dec 14. Partridge. King's Lynn, Jan 1 at 12
Pinnick, Thos, Southampton, Butcher. Pat Dec 10. Thorndike. Southampton, Dec 30 at 12
Thomas, Martin, J, March, Wholesale Stationer. Pat Dec 14. Lister. March, Jan 7 at 9.30
Walker, Hy Alfred, March, Ironmonger. Pat Dec 12. Lister. March, Jan 8 at 9.30

BANKRUPTCIES ANNOUNCED.

FRIDAY, Dec. 13, 1872.

Brazz, Isaac, and Thos Fry Stephens, Birkenhead, Cheshire, Drapers. Dec 11
Pemb. John Ormsby, Leabury rd, Burywater, Captain 3rd Hussars. Aug 7

Liquidation by Arrangement.**FIRST MEETINGS OF CREDITORS.**

FRIDAY, Dec. 13, 1872.

A'Court, Thos, Sales, Trafalgar rd, East Greenwich, Coach Smith. Dec 23 at 11, at office of White, Essex st, Strand. Bogbit, Essex st, Strand
Almerson, Christopher, and Geo Fletcher, 8 Isopcar, Leeds Joiners. Dec 24 at 1, at office of Hardwick, Hoar lane, Leeds
Allen, Chas, Albert st, Penton pl, Walworth, Attorney's Clerk. Dec 24 at 11, at office of Whites, Essex st, Strand. Begbie, Essex st, Strand
Andrew, Chas, Nottingham, Warehouseman. Dec 31 at 12, at office of Heath, St Peter's Church walk, Nottingham
Andrew, John, High st, Popa, Licensed Victualler. Dec 21 at 2, at office of Cogswell, Gracechurch st. Rashleigh, Gracechurch st
Arnott, Wm, Birm, Portable Forge Maker. Dec 23 at 11, at office of Kennedy, Waterloo st, Birm
Burratt, Wm, May, Exeter, Earthenware Dealer. Jan 2 at 11, at the Graven Hotel, Graven at, Charing Cross. Campin
Byley, Joseph Gwynett, West Bromwich, Stafford, Builder. Jan 3 at 11, at office of Topham, High at, West Bromwich
Beaumont, Edwin, Huddersfield, York, Grocer. Dec 27 at 11, at office of Clough and Son, Market st, Huddersfield
Brook, Isaac, Chickmley, York, Woollen Manufacturer. Dec 30 at 2, at the Man and Saddle Hotel, Dewsbury. Shaw, Dewsbury
Brookby, John, Tipton, Stafford, Grocer. Dec 24 at 10.30, at office of Travis, Lower Church lane, Tipton
Burrows, Edmund, Ove town, Wilt, Farmer. Dec 23 at 10.30, at office of Kinnier and Tombs, High st, Swindon

Chalfont, Geo, Edward's pl, Loughan pl, Regents st, Pr Inter. Dec 2 at 2, at office of Marshall Lincoln's inn fields
Cooper, Richard, Cardiff, Glamorgan, Grocer. Dec 31 at 2, at the Queen's Hotel, St Mary's, Cardiff. Ward, B isal
Creswell, Thos, Wisbham-st, Bedford, Dealer. Dec 30 at 11, at office of Thos, St Peter's green, Bedford
Ellingham, Chas, Lant, Bedford Innkeeper. Dec 27 at 11, at office of Shepherd, Pat st, West, Lant. Nave, Lant
Ensell, Aurelia Theodore, and H/ Thos. Bixer, Birm, Birm Manufactures. Dec 21 at 11, at offices of Webb and Spencer, New st, Birm
Evans, Stephen, Chichester, Sussex, Nurseryman. Jan 7 at 3, at the Dolphin Hotel, Chichester. Janmar, Chichester
Fellows, Wm, Swansea, Glamorgan, Stationer. Dec 30 at 12, at office of Barnard and Co, Temple st, Swansea
Fisher, Wm Harding, Exeter, Marine Store Dealer. Dec 21 at 11, at office of Harris and Co, Gandy st, Exeter. Ford, Exeter
Fox, Joshua, Bradford, York, Dyer. Dec 21 at 8, at office of Cross, Wellington chambers, Westgate, Bradford
Geipel, Geo, Broder Wm Geipel, and Adolph Mau, Newcastle upon Tyne, Merchants. Dec 23 at 2, at offices of Hayle and Co, Mowley st, Newcastle upon Tyne
Gibb, Benjamin, Birkdale, Licensed Victualler. Dec 23 at 11, at office of King, Salmer's pl, Siss lane
Gibber, Hy Augustus, Freshwater, 1 of W. Dealer in Fancy Goods. Jan 6 at 11, at 58, Langley st, Newport St. Joyce
Gilbert, Wm, and Wm Cooper, Kingston upon Hull, Iron Ship Builders. Dec 21 at 1, at the Royal Station Hotel, Paragon st, Kingston upon Hull. Jackson and Son
Giles, Geo, Carwick, Lincoln, Farmer. Dec 21 at 11, Toynbee and Larker, Bank st, Lincoln
Glover, Wm Morris, Middleborough, York, Druggist. Dec 26 at 12, at the Crown Hotel, Sussex st, Middleborough. Dobson, Middleborough
Bryant, Chas Knapton, Kibworth Harcourt, Leicester, Plumber. Jan 1 at 12, at office of Orston, Friar lane, Leicester
Hackett, Hy, St John st, Clarendon. Dec 30 at 2, at the 31 Hill Coffee house. Parry, Guildhall chambers
Hardman, Jas, Appleton, Widnes, Lancashire, Pastor. Dec 30 at 2, at office of Boley and Oppenheim, Hardman st, St Helen's
Harvey, Joseph, Birm, Bit Maker. Dec 21 at 10, at office of Lowe, Temple st, Birm
Hewish, John Treby, Swaffham Balbek, Cambridge, Tailor. Dec 28 at 11, at office of Ellis, Alexandria, Petty Cury, Cambridge
Hunt, Edwd, Aston, Birm, Gun Action Maker. Dec 23 at 1, at office of Parry, Bennett's hill, Birm
Jackson, Hy, Aston, Birm, Cattle Dealer. Dec 21 at 12, at office of Fellows, Cherry st, Birm
Knapp, Richard, son, Chatham r, Lambeth, Saddler. Dec 30 at 2, at office of Oly, Trinity st, Southwark
Lasslett, Jas, Ramsgate, Kent, Grocer. Dec 30 at 3, at 1, York st, Ramsgate. Elward
Lewis, Wm, Kingsclere, Hants, Grocer. Dec 28 at 2, at the Queen Hotel, Reading. Chandler, Basingstoke
Llewellyn, Thos, King st West, Hymersmith, Bolder. Dec 30 at 11, at office of Slater and Palmer, Guildhall chambers, Basingstoke. Brown, Basingstoke
Martin, Geo, Queen st, Brompton, Fruitcake. Dec 21 at 12, at office of Dyte and Lealer, Fleet st. Voss, Newham, Street
McNally, Philip, Bawley, nr March, Factory Overlooker. Dec 30 at 2, at office of Marshall, Princess st, March
Memory, Alf, Combe Hay, Somerset, Farmer. Jan 3 at 12, at 5, North Parade. Dyer, Bath
Mitchell, Wm, Eccleshill, York, Tinner. Dec 30 at 4, at office of Hutchinson, Piccadilly chambers, Bradford
Morris, Richard John, Gt College st, Draper. Dec 30 at 3, at office of Lunn and Lunn, Gt Jewry chambers
Owen, Hy, Orange st, Rednal green rd, Coach Manufacturer. Dec 27 at 11, at 31, Little, Well at, Moorgate st
Parfey, John, Weston super Mre, Somerset, out of business. Dec 27 at 11, at office of Baker and Co, Sydenham terrace, Weston super Mare
Park, John, Latham, Kent, Draper. Dec 27 at 1, at the Castle Hotel, Tainbridge Wells
Parry, John, Powis st, Woolwich, Boot Maker. Dec 30 at 1, at office of Farfield, Walbrook
Payter, Thos, Levington Priory, Warwick, Tailor. Dec 24 at 12, at 23, Gutter lane. Overell, Lunnington Priory
Perkins, John, Witham, Worcester, Cattle Dealer. Dec 21 at 3, at office of Fellows, Cherry st, Birm
Roberts, Robt, Mold, Flint, Butcher. Dec 30 at 2, at the Black Lion Hotel, Mold. Harris, Lpool
Rossell, Leopold, and Fred Partwe, Mining lane, Colonial Brokers. Dec 24 at 12, office of Lewis and Co, Old Jewry
Savory, John Lindsay, Leabury rd, Burywater, Genl. Jan 7 at 11, at office of Pullen, Glosters, Middle Temple
Smith, Wm, and Robt Smith, St Helen's, Lancashire, Brickmakers. Dec 27 at 2, at office of Vine, Cable st, Lpool. Hinson, Lpool
Southwood, Joseph, Kings rd, Quaker, Walsall Iron. Dec 21 at 2, at office of Sydney, Lincoln's inn fields
Spearing, Wm, Redhill, Surrey, Butcher. Dec 21 at 3, at office of Howell, Chesnuts
Stovin, Chas, Gt Grimby, Joiner. Dec 23 at 2, at the Royal Hotel, Gt Grimby. Laverack, Hull
Sutton, Geo, Gwynn, Gwynn, Glanegat, Attorney's Clerk. Dec 28 at 11, at the County Gt Hall, Pontypridd
Taylor, Joseph, Hockley, nr Birm, Printmaker Dealer. Dec 21 at 3, at office of Kennedy, Waterloo st, Birm
Thomas, Jas, Tardis Gate, Lamb house, Hatter. Dec 27 at 3, at office of Young and Sons, Mark lane
Tingey, Glt, Wicheam, Cambridge, Grocer. Jan 7 at 11, at the Bell Hotel, Ely
Toulinson, Sarah, Rochdale, Lancashire, China and Earthenware Dealer. Jan 3 at 3, at the Dag and Partridge Hotel, Fennel st, March. Holland, Rochdale
Tuck, Kin, Hurston, Cambridge, Foreman. Dec 27 at 12, at office of Jarrold, St Andrew's hill, Cambridge
Wart, Hy, St Ann's rd, Nottm hill, Cheese monger. Jan 6 at 1, at office of Biller, Jan, Feachurch st

Wells, Geo, Brixton hill, Wood Broker. Dec 27 at 12, at offices of Cooke, Devereux et, Temple
White, Matilda, New Mills, Derby, Beerhouse Keeper. Dec 20 at 3, at the Warren, Bulkeley Arms inn, Stockport. Drinkwater, Hyde
Williams, Wm, Birn Carriage Builder. Dec 23 at 12, at offices of Fallows, Cherry st, Birn
Willis, Robt, St Martins et, Leicester sq. Solicitor. Dec 21 at 11, at offices of Willis, St Martins et, Leicester sq
Wostenholm, John Jobb, Sheffield Hotel Keeper. Dec 27 at 12, at office of Burdakin and Co, Norfolk st, Sheffield
Wright, Geo, Birn, Hay, Dealer. Dec 20 at 12, at offices of Fallows, Cherry st, Birn
Wright, Thos, Manch, Shipper. Dec 30 at 3, at offices of Adleshaw, King st, Manch

TUESDAY, Dec. 17, 1872.

Arden, Wm Fred, Birn, Manufacturer's Clerk. Dec 30 at 2, at office of Phillips, Moor st, Birn
Ash, Wm, Lincoln, Horse Breaker. Jan 2 at 11, at offices of Rex, Lincoln
Atkinson, Wm, Bradford, York, out of business. Jan 2 at 11, at offices of Harle, Dewhurst bldgs, Bradford
Barnett, Augustus Fredk, Lpool, Oakum Manufacturer. Jan 7 at 3, at offices of Gibson and Dolland, South John st, Lpool
Barrett, Edwd, Hinley, Lancashire, Tailor. Dec 30 at 2, at offices of Canlife and Watson, Wincley st, Preston
Birtwistle, Wm, Acreington, Lancashire, Licensed Victualler. Dec 30 at 11, at the Radcliffe, Clayton st, Backburn
Boardman, Andrew, Bolton, Lancashire, Mechanic. Dec 30 at 11, at offices of Dutton, Acrefield
Briggs, John Booth, Bradford, York, Cabinet Maker. Dec 30 at 11, at 14, Leeds rd, Bradford. Dunning and Kay, Leeds
Broomhall, John, Birn, Druggist. Dec 30 at 12, at offices of Duke, Christ Church passage, Birn
Bunney, Robt, Owslebury, Hants, Carpenter. Jan 2 at 11, at office of Godwin, St Thomas st, Winchester
Burdell, Wm, Suneiton, Notts, Bricklayer. Jan 6 at 12, at offices of Heach, St Peter's Church wks, Nottingham
Burgess, Jas, Luton, Beds, Coal Merchant. Dec 3 at 1, at the Queen's Hotel, Chapel st, Luton. Jeffery, Northampton
Burton, Wm, and Robt Clarke, Wakefield, York, Wholesale Grocers. Dec 27 at 11, at offices of Fernandes and Gill, Cross-sq, Wakefield
Caldwell, John, Horwich, Lancashire, Flag Merchant. Dec 27 at 3, at offices of Dawson, Exchange st East, Bolton
Child, John Geo Thos, and Hy Farnaby Mills, Manch, Merchants. Jan 13 at 3, at the Clarence Hotel, Spring gdns, Manch. Sale and Co, Manch
Clarkson, Edwin, Cliftonville, Hove, Sussex, Gent. Dec 31 at 3, at office of Brardeth, Middle st, Brighton
Cook, Geo, Bury, Lancashire, Reed Maker. Jan 9 at 3, at the Derby Hotel, Market st, Bury. An lerton, Bury
Court, Thos, Bristol, Fruit Salesman. Dec 28 at 12, at office of Miller, Whitson chambers, Nicholas st, Bristol
Cox, Wm, Bath, Watch Manufacturer. Dec 30 at 11, at office of Bartram, Northumberland bldgs, Bath
Davison, Joseph, Redhill, Surrey, Auctioneer. Dec 27 at 3, at office of Howell, Champside
Dawson, Frank, Elton Farm, Bury, Lancashire, Farmer. Sept 27 at 3, at the Caron, Hotel, Spring gdns, Manch. Whitehead and Co
Denison, John, Sunderland, Durham, Iron Shipbuilder. Dec 30 at 12 at office of Simey, John st, Sunderland
Dickinson, Wm, Scarborough, York, Grocer. Dec 30 at 3, at office of Stables, Elders st, Scarborough
Draper, John Clark, Sale, Cheshire, Cloth Salesman. Jan 8 at 12, at offices of Rodgers, Dickinson st, Manch
Duffy, Michael Fras, Lpool, Passenger Agent. Dec 30 at 12, at offices of Fowler and Carruthers, Clayton sq, Lpool
Edwards, Robt, Ruffin, Denbigh, Attorney. Dec 28 at 2, at the Wynnstay Arms Hotel, Ruffin
Ellis, Thos, Shifnal, Salop, Plumber. Dec 28 at 11.30, at office of Leake, Shifnal
England, Thos, Skelton, Cambrdge ter, Notting hill, Corn Factor. Dec 30 at 12, at offices of Gover, King William st, London bridge
Foster, Michael, Birn, Cattle Salesman. Dec 30 at 3, at offices of Duke, Christ Church passage, Birmingham
Fowkes, Eliz, and John Wm Fowkes, Northampton, Shoe Manufacturers. Dec 28 at 2, at office of Shoosmith, Newland, Northampton
Frazier, Wm, North Nethells, nr Birn, Spoon Polisher. Dec 31 at 12, at office of Free, Temple row, Birn
Frith, John, Swinton-bridge, York, Boot Maker. Jan 2 at 3, at the Red Lion Inn, Rotherham. Rhodes
Goodman, Wm, Birn, Boot Manufacturer. Dec 30 at 12, at offices of Richardson, Waterloo st, Birn
Goodwin, Felix, Barrow in Furness, Lancashire, Pharmaceutical Chemist. Dec 27 at 11, at offices of Roose and Price, North John st, Lpool.
Bradshaw, Barrow in Furness
Grebby, John, East Tanfield, York, Farmer. Dec 28 at 12, at the Black Bull Hotel, Ripon. Calvert, Masham
Greenland, Edmund Alf, Frome, Somerset, Builder. Jan 3 at 2, at the George Hotel, Frome. Dunn and Payne, Frome
Haigh, John, Paul st, Finsbury, Journeyman Tailor. Dec 30 at 12, at office of Copp, Essex st, Strand
Hendy, Wm, Frampton, Gloucester, Cottrell, Farmer. Dec 24 at 12, at offices of Clifton, Corn st, Bristol
Holland, Benjamin, Wednesbury, Stafford, Beerhouse Keeper. Dec 27 at 10, at the George Hotel, Walsall
Horner, John, Accomb, York, Builder. Dec 30 at 10, at offices of Crum-ble, Stonegate, York
Hurstons, John, Manch, Smallware Manufacturer. Dec 30 at 3, at offices of Fox, Beaumont, Manch
Ibberson, John Kilburn, Wakefield, York, out of business. Dec 30 at 3, at offices of Stocks and Nettleton, Westgate, Wakefield
Ingledew, Joseph, Bishopsgate st, Without, Upholsterer. Jan 2 at 2, at 33, Gutter lane. Phelps and Sidgwick, Gresham st
Ireland, Richd, Fife, York, Boot Maker. Dec 31 at 2, at offices of Watts, Huntriss row, Scarborough
Johnson, Jas, Benstead, Blue Town, Sheerness, Kent, Grocer. Dec 31 at 1, at offices of Brook, and Chapman, Walbrook. Gibson, Sitting-bourne

Knapp, Jas Leonard, Pontnewydd, Monmouth, Innkeeper. Dec 31 at 2, at offices of Pain and Son, Dock st, Newport
Lesson, Thos, Little Horwood, Bucks, Farmer. Dec 30 at 11, at the Bell Hotel, Winslow, Shuckham
Littler, Thos, Wallasey, and Jas Brothers, Little, Audien, Cheshire, Bone Grinders. Dec 30 at 1.30 at the Crown Hotel, Nantwich, Brooke, Nantwich
Mackenzie, David, St Paul's churchyard, Traveller. Dec 27 at 2, at offices of Bateson, Guildhall chambers
Margerison, Herbert, Brampton, Derby, Slater. Dec 27 at 12, at offices of Jones, High st, Chesterfield
Marshall, Wm Hy, Lpool, Cora Factor. Dec 31 at 3, at the London and North Western Hotel, Lime st, Lpool. Harvey, Leicester
Martin, Jas, Blandford st, Portman st, Grocer's Assistant. Dec 31 at 12, at offices of Marsden, Gresham bldgs, Guildhall
Mitchel, Jas, Nottingham, Tailor. Dec 31 at 11, at offices of Parsons and Son, Wheeler Gate, Nottingham
Mowle, Reynolds, Dover, Kent, Tailor. Dec 31 at 12, at the Shakspeare Hotel, Dover. Fielding and Greenhow, Dover
Peabody, Wm, Leicester, Shoe Clicker. Jan 2 at 12.30, at offices of Owsen, Friar lane, Leicester
Pearson, Jas, Heywood, Lancashire, Skip Manufacturer. Jan 6 at 2, at 9, Broad st, Bury. Watson
Pearson, Robt, Elizabeth terrace, Junction rd, Upper Holloway, The Manufacturer. Dec 30 at 2, at offices of Paul and Sidgwick, Gresham st
Pomting, Joseph, Kingsdown, Berks, Builder. Jan 7 at 3, at the Queen's Arms Hotel, New Swindon
Porter, Geo Thompson, Reading, Wilts, Draper. Dec 31 at 3, at offices of Beale, London st, Reading
Price, John, Horsley heath, Tipton, Stafford, Dairyman. Dec 27 at 11, at offices of Travis, Lower Church lane, Tipton
Radcliffe, Jas, Hollinwood, nr Manch, Merchant. Jan 8 at 11, at the Clarence Hotel, Spring gdns, Manch. Sale and Co, Manch
Ralls, Geo, and Orlando Ralls, Hook Norton, Oxford, Farmers. Jan 2 at 11, at High st, Banbury. Mica, Clipping Norton
Richards, Richard Stevens, Swansea, Glamorgan, Painter. Dec 30 at 3, at offices of Field, Mount st, Swansea
Richs, Adolphus Orlando, Edgware rd, Florist. Dec 30 at 2, at offices of Pittman, Guildhall chambers, Basinghall st
Robson, John Geo, and Geo Watson, Dapford, Kent, Coal Merchant. Dec 30 at 3, at offices of Saffery and Huntley, Tooley st
Rossiter, John W-sley, Frome, Somerset, Cabinet Maker. Dec 31 at 3, at offices of Crutwell and Daniel, Bath st, Frome
Rowley, Wm, Broadwas, Worcester, Innkeeper. Dec 30 at 12, at offices of Corbett, Avenue House, The Cross, Worcester
Seymour, Wm, Lincoln, Hairdresser. Dec 31 at 11, at office of Page, Jan, Silver st, Lincoln
Shange, Wm, Totton, Hants, Oil Cake Merchant. Jan 3 at 12, at office of Coxwell and Co Gloucester sq, Southampton
Shelley, Fras, Wolverhampton, Stafford, Draper's Assistant. Dec 31 at 3, at offices of Stratton, Queen st, Wolverhampton
Shenton, David, and John Satterthwaite, Birn, Builders. Dec 30 at 10, at offices of Duke, Christ Church passage, Birn
Sills, Thos, Heapham, Lincoln, out of business. Dec 31 at 3, at the Ship Inn, Gainsborough. Oldman and Iveson, Gainsborough
Simpson, John, and Wm Simpson, Darlington, Durham, Builders. Dec 31 at 11, at offices of Robinson, Chancery lane, Darlington
Smith, John Taylor, and Eardley Bois Norton, Manch, Comm Agent. Jan 10 at 3, at the Clarence Hotel, Spring gdns, Manch. Leigh, Manch
Starmer, Wm, Northampton, Shoe Factor. Dec 30 at 3, at office of Shoosmith, Newland, Northampton
Tarboock, Mark, Maple st, Bethnal green, Fishmonger. Dec 31 at 2, at offices of Wood and Hare, Basinghall st
Taylor, Stphen, Sittingbourne, Kent, Ship Builder. Jan 1 at 12, at the Sun Hotel, High st, Chatham. Hills and Winch, Chatham
Thompson, Holland, Market Hasen, Lincoln, Ironmonger. Dec 27 at 11, at office of Dale, Benedict's sq, Lincoln
Thompson, John, Bawtry, York, Innkeeper. Dec 28 at 12, at the Rein-croft Inn, High st, Doncaster. Raynes
Treseler, Wm, Moulton, Northampton, Farmer. Dec 28 at 12, at offices of Jeffery, Newland, Northampton
Wardlaw, Fras, and Joseph Wardlaw, Gateshead, Durham, Cart Owners. Jan 6 at 12, at offices of Chartres and Youll, Central bldgs, Grainger at West, Newcastle upon Tyne
Webber, Hy Augustus, Phillimore ter, Kensington, Gent. Dec 30 at 3, at offices of Willoughby and Cox, Clifford's inn, Fleet st
Weich, Chas Bill, Hardingstone, Northampton, Tailor. Dec 31 at 3, at offices of Becke, Market sq, Northampton
White, Geo Carter, New Cross rd, Clerk. Dec 27 at 11, at offices of King, Skinner's pl, Sizoe lane
Whorwood, Thos, Sutton, Coldfield, Warwick, Boot Maker. Dec 30 at 3, at offices of Brown, Waterloo st, Birn
Williams, Thos, Blackfriars rd, Hat Manufacturer. Dec 28 at offices of Jones and Hall, King's Arms sq (in lieu of the place originally named.)
Wilson, Wm, Edgbaston, Birn, Builder. Dec 27 at 3, at offices of Parry, Bennett's hill, Birn
Wishart, Christopher, Lpool, Merchant's Clerk. Jan 3 at 2, at offices of Bretherton, Castle st, Lpool

EDE & SON,

ROBE  MAKERS,

BY SPECIAL APPOINTMENT,

TO HER MAJESTY, THE LORD CHANCELLOR, THE JUDGES, CLERGY, ETC

ESTABLISHED 1689.

SOLICITORS' AND REGISTRARS' GOWNS.

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